

OAK PARK ELEMENTARY SCHOOL DISTRICT 97 AND OAK PARK EDUCATION FOUNDATION SERVICES AGREEMENT

This services agreement ("Agreement") is dated March 15, 2017, and is between Oak Park Elementary School District 97 ("School") and Oak Park Education Foundation ("OPEF").

RECITALS

- A. The School wishes to provide quality education services to its student body during summer months.
- B. OPEF has developed age-appropriate, educational curricula involving science, technology, whole child focus, the arts and outdoor physical challenges. OPEF hires and trains qualified instructors to deliver its curricula to school-age participants at existing schools during summer months through its programs.
- C. The School wishes to engage OPEF to provide educational services to school-aged students at the School during the summer months.

Therefore, the parties agree as follows:

Students: By March 15, District 97 will identify and enroll 65 students entering 3rd-5th and 50 students entering 6th-8th to attend OPEF BASE Camp. Each student will enroll in 8 equalized sessions (an equalized session is defined as a ½ day of camp for 1 week, so 8 sessions is 4 weeks of full-day camp), a total of 520 sessions for 3rd-5th and 400 for 6th-8th graders. OPEF will collect a \$25/student nonrefundable registration fee, totaling \$2,875, which will offset the costs borne by OPEF for recruitment, registration and enrollment processes. The total financial commitment for 920 sessions is \$136,500, payable by July 18, 2017. OPEF will provide District 97 with a list of registered students.

Camps: OPEF and D97 will agree to the specific list of camps to be made available to qualifying students. Camp will be held Monday-Friday, 9:00 am-3 pm for 3rd-5th graders and 8:45 am-3:30 pm for 6th-8th graders.

Term. OPEF shall deliver the Services for twenty days during the 2017 summer session, commencing on 06/19/2017 and terminating on 07/14/2017 excluding July 4th (the "Term"). OPEF will set up materials and require access to all Facilities from 06/12/2017 (Monday) through 06/16/2017 (Friday), and will otherwise be on campus only Monday through Friday.

Location/Dates: OPEF will deliver all its BASE Camps for incoming 3rd-5th graders at Longfellow Elementary School (715 Highland Avenue), and incoming 6th-8th graders at Gwendolyn Brooks Middle School (325 S. Kenilworth Ave) and Percy Julian Middle School (416 S. Ridgeland Ave.) from June 19, 2017, to July 14, 2017, excluding July 4. D97 will make available to OPEF the necessary number of classrooms in these buildings to accommodate the expanded number camp sessions:

- Longfellow - gym, multi-purpose/lunchroom (including kitchen), media center, auditorium, outdoor area and playground, plus 24 classrooms including the art room; three classrooms are not air conditioned, which will require OPEF to purchase window units for these rooms. These air conditioners will become the property of D97 with condition that these units will be used in the future for OPEF base camp if necessary.
- Brooks - commons/kitchen, outdoor area, plus 13 classrooms, with focus on project rooms with tables (e.g., science labs and design lab) versus traditional classroom set-up

- Julian - D201/202 design lab

As per previous summers, OPEF will also require access to the above facilities the week prior to camp (June 12-16, 2017) from 8am-5pm for set-up and teacher orientation. Hours of operation are 7am – 6:30 pm Monday through Friday with students on site from 8am-6pm (Longfellow), 7:30am-4pm (Brooks) and 7:30am-12:30pm (Julian).

OPEF has examined the Facilities and accepts them in their present condition. OPEF agrees to assume full responsibility for any damage to the Facilities resulting from OPEF's use of the Facilities. OPEF shall reimburse the School for all reasonable costs incurred in the repair or restoration of any damage to the Facilities resulting from OPEF's use of the Facilities. OPEF shall deliver said reimbursement within ten (10) days after receipt by OPEF of an itemized list of the costs incurred by the School in such repair or restoration. OPEF's delivery of the Services pursuant to this Agreement shall not constitute a "use" of the Facilities by OPEF for purposes of the School's qualification for exemption from property tax under Illinois Property Tax Code (35 ILCS 200/1-1 et seq.).

Technology: Technology requests will continue to be handled as per the 12/9/2015 memo from Michael Arensdorff to Dr. Carol Kelley (see Attachment 1).

Services: OPEF will provide Building Managers at each site to handle parent communication, attendance monitoring, and assist with behavior management and other teacher support issues as needed.

Fees: In 2017 the per-student per week rate is \$275 for 3rd-5th graders, or \$137.50 per equalized session, and \$325 for 6th-8th graders, or \$162.50 per equalized session. Early drop-off (8-9am) and Extended Camp (3-6pm) are not covered in the student weekly amount and will be an optional add-on for families (although families qualifying for F/RL can add them on for free, at OPEF's cost. District 97 is responsible for covering the additional cost of a daily lunch and snack provided by OPEF's food services partner, Oak Park River Forest High School, for students identified by District 97 who qualify for free and reduced lunch; all other families may purchase a boxed lunch or bring their own sack lunch. OPEF will provide D97 with a list of registered students, whose tuition is paid by D97 not later than May 1, 2017.

Timing: OPEF will start enrolling families from the general public during the week of January 30, 2017, and will hold spots in camps for D97-identified students until March 15, 2017.

Measurement and Reports: OPEF and D97 agree to collaborate on setting program goals and success criteria and measuring of the effectiveness of camp for both students participating at D97's request and those receiving OPEF need-based scholarships, per goals outlined in the Data Sharing Agreement with D97 and OPEF. OPEF will provide weekly camp attendance reports to D97.

Supervision; Identification of Personnel; Background Checks: OPEF shall provide adequate adult supervision of all participating students. OPEF shall identify one person as having primary responsibility for overseeing OPEF's performance of the Services pursuant to this Agreement. OPEF shall perform appropriate background checks in accordance with Section 5/10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9) for every instructor and other staff member that OPEF engages to deliver the Services or have any contact with students. OPEF shall provide the School with copies of the background check results prior to any individual performing any Services pursuant to this Agreement. The background checks should be submitted no later than June 1, 2017.

Cleaning: The School shall provide daily janitorial services to occupied classrooms, cafeteria and gym cleaning, daily bathroom cleaning and stocking of supplies (toilet paper, paper towels, soap), as well as regular trash pick-up from the bathrooms and classrooms.

Insurance: OPEF shall maintain at its own expense during the term of this Agreement insurance including but not limited to:

- (a) Insurance as required by law (such as worker's compensation coverage for its own employees); and
- (b) Comprehensive general liability insurance, including contractual liability coverage, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- (c) Automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- (d) Umbrella liability coverage in the amount of \$5,000,000.00

OPEF shall provide to the School certificates insurance and policy endorsements naming the School as an additional insured and providing that the School shall receive at least a thirty (30) day notice before any such policies are modified or not renewed.

Legal Compliance: OPEF shall abide by any and all municipal, state, and federal laws, ordinances, and codes applicable to the operation of its educational program (collectively "Laws"), including the performance of the Services. OPEF shall be solely responsible for the payment of any penalties imposed by law as a result of OPEF's performance of the Services. Without limitation, such laws include all such statutes and regulations as may relate to racial, gender, sexual orientation or other discrimination, and to privacy of student academic records and other personal information including the Family Educational Rights and Privacy Act (20 U.S.C. §1232g et. seq.) and the Illinois School Student Records Act (105 ILCS 10/1 et. seq.).

Compliance with School Rules: OPEF shall at all times abide by the School's rules for the use of the Facilities. Violation of any of the School's rules and regulations may result in the eviction of the individual(s) involved and shall be grounds for the termination by the School of this Agreement.

Indemnification: OPEF shall defend, indemnify and hold harmless the School from any and all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorney fees), arising from any act or omission of OPEF, or of OPEF's agents, employees, invitees, or permittees, occurring in or about the Facilities or arising from OPEF's performance of an obligation, covenant, or condition of this Agreement, or arising from or related to the performance by OPEF of the Services; provided that OPEF shall not be required to defend, indemnify, or hold harmless the School for any liability caused by or resulting solely from the negligence or willful misconduct of the School.

No Assignment or Delegation: Neither party to this Agreement may assign any right nor delegate any obligation arising from this Agreement to any other person without the prior written approval of the other party to this Agreement.

Independent Contractor: OPEF is an independent contractor to the School in connection with OPEF's performance of the Services. OPEF's employees are not employees of the School.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all previous written and oral understanding relating to the subject matter hereof. This Agreement cannot be changed except by a written instrument duly executed by both the School and OPEF.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Severability: The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date signed below.

BOARD OF EDUCATION OF OAK PARK
ELEMENTARY SCHOOL DISTRICT NO. 97

OAK PARK EDUCATION FOUNDATION

By: _____

By: _____

Its: _____

Its: Executive Director

Dated: _____

Dated: _____