

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
ST. CHARLES PARK DISTRICT
DUPAGE AND KANE COUNTIES, ILLINOIS
AND
MID-VALLE SPECIAL EDUCATION COOPERATIVE
KANE COUNTY, ILLINOIS
FOR AN AFTER SCHOOL PROGRAM**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and between the St. Charles Park District , DuPage, and Kane Counties, Illinois (hereinafter referred to as "Park District") and the Mid-Valley Special Education Cooperative, Kane County, Illinois (hereinafter referred to as "MVSEC").

W I T N E S S E T H:

WHEREAS, the Park District and MVSEC have mutually determined that it would be in the best interests of the citizens of the community to be able to utilize certain schools of MVSEC during certain hours, when said buildings are not being used for educational purposes for an after school program; and

WHEREAS, this Intergovernmental Cooperation Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois (5 ILCS 220/1 et seq.) ; and

WHEREAS, MVSEC is authorized to develop and maintain an after school program for students in kindergarten through sixth grade, pursuant to Section 10-22.18b of The School Code (105 ILCS 5/10-11.18b), and the Park District is willing to operate such a program.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Park District and MVSEC hereby agree as follows:

1. PROGRAM OPERATION

Commencing with the 2014-15 school year, the Park District and MVSEC shall cooperate in providing an after school program for students in kindergarten through the sixth grade who are residents of MVSEC's member districts.

Said program shall be for the purposes authorized in Section 10-22.18b of The School Code (105 ILCS 5/10-22.18b), including, but not limited to, provision for homework, physical exercise, snacks, recreational activities and educational offerings which are in addition to the regular school day (hereinafter the "Program"). The day-to-day operation and administration of said Program shall be undertaken by the Park District.

A certified teacher or other individual who meets the requirements for supervising a day care center under the Child Care Act of 1969 (225 ILCS 10/1 et seq.) shall be designated by the parties hereto as chief administrator of the Program. The Program at each site shall be coordinated by a certified teacher or other individual who meets the requirements for supervising a day care center under the requirements for supervising a day care center under the Child Care Act of 1969 (225 ILCS 10/1 et seq.).

2. **PREMISES**

- A. MVSEC agrees to allow the Park District to use those rooms and facilities of MVSEC as set forth in Exhibit A attached hereto and made a part hereof (hereinafter the "School Premises") to operate the Program. MVSEC shall not charge the Park District any rent or other fee for the usage of such School Premises. The Park District shall be allowed to use the Program on those days and for those hours as set forth in Exhibit A. The Park District shall also be entitled to reasonable modes of ingress and egress to and from the School Premises and the use of parking areas on the Premises.

3. **OPERATIONAL COSTS**

- A. The Park District agrees to provide all advertising for the Program, and shall be entitled to charge and collect reasonable fees for the Program to cover the costs and expensed thereof.
- B. MVSEC agrees to provide reasonably required heating, electrical, and water services during those times in which the Park District uses MVSEC to operate the Program. MVSEC agrees to provide access to a telephone on the school premises for use in the operation of the Program and in case of emergency. Further, MVSEC agrees to provide reasonably required custodial services on School Premises with the quality of maintenance equal to ongoing MVSEC custodial services. It will be the responsibility of the Park District personnel to leave the School Premises in the same condition as they receive it on a daily basis.
- C. The Park District agrees that it shall promptly reimburse MVSEC for the cost of necessary repairs or replacements to furnishings, fixtures and other improvements to furnishings, fixtures, and other improvements to the School Premises by the Park District's operation of the Program the the School Premises, normal wear and tear excepted.
- D. The Park District agrees to operate the Program in accordance with Section 10-22.18b of The School Code. The Park District agrees to provide, at its cost, personnel sufficient and necessary to properly supervise and operate the Program. Said personnel shall submit to a criminal background check as a condition of employment in the Program in accordance with Section 10-21.9 (f) of The School Code (105 ILCS 5/10-21.9 (f)). The Park District shall perform and pay necessary costs for said criminal background checks.

4. **TERM**

The parties to the Agreement understand and agree that this Agreement shall commence the day and year first above written and shall continue in effect through _____, 2014. This Agreement shall remain in effect from year-to-year thereafter unless either party serves on the other party, no later than April 15 of any year of the Agreement, written notice of its intent to terminate the Agreement effective June 30 of that year.

5. **MISCELLANEOUS PROVISIONS**

- A. Any and all notices required hereunder to be sent to MVSEC shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Dr. Carla Cumblad, Executive Director
Mid-Valley Special Education Cooperative
1304 Ronzheimer Avenue
St. Charles, Illinois 60174

or by personal delivery of any such notice delivered to and employee of the Park District at its District administration office during the regular business hours of said office.

Any and all notices required hereunder to be sent to the Park District shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Director Holly Cabal
St. Charles Park District
101 South Second Street
St. Charles, Illinois 60174

or by personal delivery of any such notice delivered to an employee of the Park District at its District administration office during the regular business hours of said office.

- B. The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.
- C. Neither party may assign, transfer, or otherwise convey its rights or obligations under this Agreement without the written consent of the other party.

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

**BOARD OF PARK COMMISSIONERS
ST. CHARLES PARK DISTRICTS
KANE COUNTY, ILLINIOS**

By:_____
Its President

Attest:_____
Its Secretary

Date:_____

**MID-VALLEY SPECIAL EDUCATION
COOPERATIVE
1304 RONZHEIMER AVENUE
ST. CHARLES, ILLINOIS**

By:_____
Its President

Attest:_____
Its Secretary

Date:_____

**Community Unit School District 303
201 South 7th Street
St. Charles, IL 60174**

By:_____
Its President

Attest:_____
Its Secretary

Date:_____

EXHIBIT A

The following spaces will be utilized:

(School)

(Area)

Mades Johnstone Center

The following items will be utilized:

Tables
Chairs
Restrooms
MJC Multi-purpose Room
VCR/television
Restrooms
Playground
Refrigerator

The above-mentioned facility spaces and items will be used during the 2014-2015 school calendar year of Mid-Valley Special Education Cooperative, commencing on _____, 2014, and concluding Friday, _____, 2015. The Program will operate (if sufficient registration) on all school days.