

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT  
NO. 90, COOK COUNTY, ILLINOIS AND PING!**

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of November, 2017, by and among the Board of Education of School District No. 90, Cook County, Illinois ("School District"), a body corporate and PING! (Providing Instruments for the Next Generation), ("PING! "), an Illinois not-for-profit corporation (collectively, the "Parties", or individually the "Party").

**WITNESSETH:**

**WHEREAS**, PING! is a not-for-profit corporation that owns a number of musical instruments and seeks to lend these instruments, and provide lessons and mentoring for these instruments, to District 90 students enrolled in PING! (hereafter referred to as "PING! students");

**WHEREAS**, the School District and PING! seek to enter into an agreement where PING! shall provide musical instruments and music enrichment opportunities to the PING! students of the School District;

**WHEREAS**, in consideration for the ability to use the musical instruments and musical enrichment opportunities, the School District shall allow PING! to provide the mentoring sessions at the School District's facilities;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PING! and the School District hereby mutually covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals contained in the Preamble set forth above are incorporated herein by reference as if fully set forth and repeated herein.
2. **TERM.** The term of this Agreement shall commence on November 20, 2017 and terminate on June 30, 2022.
3. **TERMINATION.**
  - (a) **Termination by PING!.** PING! may terminate this Agreement by delivering written notice of such termination to the School District no later than one (1) year prior to the effective date of the termination.

(b) **Termination by the School District.** The School District may terminate this Agreement by delivering written notice of such termination to PING! prior to June 1 of each year. If PING! is in breach of any provision of this Agreement and fails to cure said breach upon notice, or if the School District reasonably determines that termination is in the best interest of its students, the School District shall have the right to terminate this Agreement at any time upon thirty (30) days written notice.

4. **PING! ACTIVITIES.**

(a) **Mentoring Sessions.** PING! shall provide its musical instruments for mentoring sessions for the PING! students at the School District's facilities. Only PING! students from the School District shall be allowed to participate in the mentoring sessions. No later than September 30 of each year, PING! shall submit a list of its mentors who will be assisting with the mentoring sessions. In the event that new mentors are added throughout the year, PING! shall provide notice to the School District as soon as reasonably possible.

(b) **Instrument Storage.** PING! shall provide the School District with a list of the musical instruments that will be stored at the School District's facilities, and shall store the instruments only in the location(s) designated by the School District. PING! shall consult with the School District to ensure that the location(s) for storage is secured and suitable for the storage of the instruments.

(c) **Off-Campus Activities.** In the event that PING! seeks to sponsor activities for PING! students at a location other than at the School District's facilities, PING! shall provide written notice of the proposed activity to the School District no later than seven (7) days before said activity, including a description of the activity, the transportation plans, a certificate of insurance for any contracted transportation, and the number of adult supervisors present. The School District shall have complete discretion whether to approve the proposed off-campus activity.

(d) **School District Approval of PING! Activity Schedule.** No later than September 30 of each year, PING! shall provide the School District with a written proposed schedule of all mentoring sessions and, if known, any off-campus activities. The schedule shall include the proposed dates, times, and locations of each activity. The School District shall have complete discretion whether to approve the proposed schedule or to modify the schedule as necessary in the School District's best interests. The School District shall provide written notice to PING! of proposed modifications to the schedule ten (10) days before the first modified date. If the School District approves the schedule, the School District shall assign specific locations for the mentoring sessions and locations to secure the musical instruments.

- (e) **Adult Supervisor(s)**. PING! shall have at least one (1) supervisor over the age of eighteen (18) for all PING! activities. The supervisor shall be responsible for ensuring that the PING! mentors follow all School District policies and that PING! complies with all duties required by this Agreement and under law. PING! shall provide a criminal background report for each supervisor to the School District and the School District shall have the absolute right and discretion to reject the supervisor as necessary in the School District's best interests.
5. **LIMITED USE OF SCHOOL DISTRICT PROPERTY**. PING! shall only use the School District's facilities that are assigned pursuant to Section 4(d) of this Agreement, as well as common areas of the School District's facilities such as restrooms, hallways, and parking lots. PING! shall not use the School District's facilities for any activity or purpose other than as provided by this Agreement, including the mentoring sessions and to store PING!'s musical instruments, unless it receives written consent from the School District.
6. **INSURANCE COVERAGE**.
- (a) **Liability Insurance**. The School District shall provide general liability insurance for PING!'s activities identified in Section 4.
- (b) **Property Insurance**. The School District shall provide property insurance for the PING! musical instruments that are stored at the School District's facilities. The School District shall have no duty to assume any liability for damage, loss, or theft if PING! is in breach of any part of this Agreement.
- (c) **Automobile Insurance for Off-Campus Activities**. PING! shall provide a certificate of insurance for any contracted automobile that will be used to transport PING! students to any off-campus activity. The certificate of insurance shall name the School District as an additional insured under the policy unless the School District waives this requirement in writing.
- (d) **Exclusion for Breach of Agreement**. The School District shall have no duty to assume any liability for damage, loss, or theft, or to provide any insurance coverage required herein, if PING! is in breach of any part of this Agreement.
7. **COMPLETE UNDERSTANDING**. This Agreement contains the entire understanding and agreement between the Parties, and no statements, promises or inducements made by either Party that is not contained within the body of this written Agreement shall be valid or binding.

8. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be deemed to create the relationship of principal and agent, joint venture, partnership, or employer-employee between the School District or PING!. No Party shall have the power to bind or obligate any other Party except as to the extent expressly set forth in this Agreement. Nothing in this Agreement shall be deemed to create any joint and severable liability among the Parties for each other's debts and obligations under this Agreement. Each Party shall be solely responsible for its own debts and obligations hereunder.
9. **COMPLIANCE WITH ALL LAWS.** PING! and the School District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, state, county and other local governmental agencies, which may in any manner affect the performance of this Agreement.
10. **AMENDMENT.** This Agreement may only be modified by the mutual written consent of all the Parties.
11. **ASSIGNMENT.** This Agreement shall be binding upon the successors and assigns of the Parties hereto, provided, that no Party may assign this Agreement without the prior written consent of the other parties.
12. **GOVERNING LAW.** This Agreement shall be governed under the laws of the State of Illinois.
13. **SEVERABILITY.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument.
14. **NOTICE.** Any notice, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered: (a) personally, (b) via U.S. Mail, postage prepaid, or (c) via e-mail as follows:

**If to PING!:**

PING!  
 c/o Virginia M. Yarrow,  
 President  
 525 Forest Avenue  
 Oak Park, IL 60302  
 gingery68@gmail.com

**If to the School District:**

School District 90, Cook County, Illinois  
 c/o Anthony Cozzi  
 Director of Finance and Facilities  
 7776 West Lake Street  
 River Forest, IL 60305  
[cozzia@district90.org](mailto:cozzia@district90.org)

15. **EFFECTIVE DATE.** The Agreement shall be effective upon authorized signatures of the respective Parties.
16. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party hereto represents and warrants that it has the authority to execute this Agreement and to bind their respective entities to the terms and conditions thereof.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed and attached herewith is a copy of the Resolution authorizing the signing officials to execute this Agreement.

**PING! (PROVIDING INSTRUMENTS  
FOR THE NEXT GENERATION):**

**BOARD OF EDUCATION OF RIVER  
FOREST PUBLIC SCHOOLS DISTRICT 90:**

\_\_\_\_\_  
**VIRGINIA M. YARROW, PRESIDENT**

\_\_\_\_\_  
**Its:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

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