

## Services Agreement

*By and Between:*

*Boys & Girls Clubs of North Central Illinois and East Aurora School District 131*

This services agreement ("Agreement" is entered into this 16<sup>th</sup> day of June, 2025 (the "Effective Date") by and between Boys & Girls Clubs of North Central Illinois (the "Provider"), and East Aurora School District 131 (the "District").

### Recitals

- A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.
- B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.
- C. The District desires to retain the Provider to provide the services described in this Agreement at the schools within the District identified on or pursuant to **Exhibit A** (the "School(s)").

Now, therefore, in consideration for the foregoing and mutual covenants contained in this Agreement, the Parties agree as follows:

### *Section 1 – Incorporation of Recitals*

The foregoing recitals are incorporated into and made a part of this Agreement.

### *Section 2 – Term*

This Agreement is for a term commencing on the Effective Date and continuing through June 5<sup>th</sup>, 2026 (the "Term"), unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

### *Section 3 – Scope of Services*

The Provider agrees to provide the services described in **Exhibit A** to this Agreement (the "Services") for and on behalf of the District in accordance with the terms and conditions of this Agreement.

### *Section 4 – Statement of Work*

The Provider or its subcontractors will be responsible for performing the Services; providing all materials necessary for the Services; and paying all taxes, employees' salaries or contracts, and other expenses associated with performing the Services. The Provider or its subcontractors will be responsible to direct and control the performance of the Services on a day-to-day basis and to provide and supervise all personnel who perform the Services. The District, from time to time, may request changes to the Scope of Services. Any amendments to this Agreement must be made in writing and signed by both Parties.

### *Section 5 – Independent Contractor*

The relationship between the Provider and the District shall be that of independent contractor.

### *Section 6 – Schedule for the Services*

The District and Provider will cooperate to develop a schedule for the Services that is mutually agreeable to the Parties. For each session, the schedule will include the starting and ending time, the location or locations in the School(s) where the Provider will perform the Services, and any other information that the Parties mutually deem appropriate.

#### *Section 7 – Enrollment of Students*

The Parties will cooperate to provide information regarding the Provider's Services to parents and students and to enroll students in the Services in the manner set forth in **Exhibit A**. Boys & Girls Clubs of North Central Illinois requires a minimum of 20 students be pre-registered in each school program prior to the start of the academic year. If the number of pre-registered students in a program is below 20 on or after the start of the academic year, Boys & Girls Clubs of North Central Illinois may recommend closing the program with two (2) weeks' written notice. The Provider and the District will jointly agree on any program closure. Neither party will unreasonably withhold consent to a recommended program closure.

#### *Section 8 – Compensation and Payment*

The Provider shall be solely responsible for charging and collecting tuition from the parents or legal guardians of enrolled students.

#### *Section 9 – Staffing by Provider*

The District has retained the Provider to perform the Services because of its expertise and the skill and experience of its professional staff and personnel, and the skill and experience of its subcontractors. The Provider must maintain and use sufficient staff to effectively fulfill the Provider's obligations under this Agreement, and the Provider's personnel, and any subcontractor's personnel, must be fully qualified to perform their respective duties.

#### *Section 10 – Confidential Information*

- A. **Acknowledgement of Confidentiality.** The Parties acknowledge that they may be exposed to confidential and proprietary information of the other party including, without limitation, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no **wrongful** act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.
- B. **Covenant Not to Disclose or Misuse Confidential Information.** Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
- C. **Ownership of Curriculum and Instructional Materials.** All curriculum, instructional materials, and other documents and items are the property of the Provider and are to be

treated as proprietary and confidential. Such items shall not be used by the District or School(s) for any purpose without the express written consent of the Provider.

- D. **Student Records.** The Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of personally identifiable student information provided by the District. Any release of information contained in student education records provided by the District must be approved by the District, as outlined in **Exhibit C**. To protect the confidentiality of student education records provided by the District, the Provider will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

#### *Section 11 – Compliance with Laws*

The Provider and its subcontractors must perform the Services in compliance with all applicable federal, state, county, and local laws and regulations and all applicable District and School policies and rules in effect now or later and as amended from time to time, including the Drug Free Workplace Act, FERPA, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, and all applicable non-discrimination laws.

#### *Section 12 – Background Checks*

Provider represents and warrants that at its own cost and expense, it shall have a fingerprint-based criminal history records check (“Records Check”) conducted on any and all employed staff members who may have direct, regular contact with District students under this Agreement in accordance with the Illinois School Code (105 ILCS 5/10-21.9(f)); the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/115) and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.). Such complete Records Check consists of the following:

- Fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- Check of the Illinois Sex Offender Registry (IL-SOR), and
- Check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in 105 ILCS 5/21B-80 or any offenses enumerated under the Sex Offender and Child Murderer Community Notification Law, or the Murderer and Violent Offender Against Youth Registration Act, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punished as a felony under the laws of Illinois.

Provider understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a District student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of 105 ILCS 5/10-21.9 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

It is the duty of Provider to periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each staff member who has direct, daily contact with students and shall immediately remove any staff member who may be identified on either registry.

Provider shall be responsible for completing Faith’s Law employment history checks on all personnel assigned to provide services under this Agreement who will have direct contact with District students as required by 105 ILCS 5/22-94.

### *Section 13 – Insurance*

Provider, at its own expense, shall procure and maintain the following insurance policies, at a minimum, in the following amounts:

- A. **Workers' Compensation and Employers' Liability Insurance.** Workers Compensation insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this agreement with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
- B. **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for bodily injury, personal injury and property damage liability.
- C. **Automobile Liability Insurance.** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- D. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence, which will provide additional limits for employer's general and automobile liability insurance, and Professional Liability and Sexual Abuse and Molestation insurance.
- E. **Professional Liability Insurance.** Professional Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.
- F. **Sexual Abuse and Molestation Insurance.** Sexual Abuse and Molestation Insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.
- G. **Additional Insured.** The Provider shall include the District, its Board of Education, Board members, employees, and agents as additional insured to the insurance policies described above on a primary, non-contributory basis (excluding the Worker's Compensation Insurance Policy).

### *Section 14 – Termination*

- A. **Termination for Default.** Either Party may terminate this Agreement if the other Party materially fails to observe or perform any covenant, obligation, or provision of this Agreement, and the Party's material failure continues for a period of thirty days after it receives a written notice of default from the other Party.
- B. **Termination for Convenience.** Either Party may terminate this agreement for convenience upon 90 days written notice to the other party.
- C. **Payment for Services Rendered.** In the event of any termination, the Provider may charge tuition and fees and shall be obligated to pay usage fees to the District in accordance with **Exhibit B** up to the date the Agreement is terminated.

### *Section 15 – Cooperation*

Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide quality programming for students within the District and School.

#### *Section 16 – Indemnification*

- A. The Provider agrees to indemnify, defend and hold harmless the District and/or Schools and its employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider.
- B. The District and/or Schools agree to indemnify, defend and hold harmless the Provider, its board of directors, officers, agents and employees from and against claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), to the extent arising out of or related to the gross negligence or willful misconduct of the District and/or Schools.

#### *Section 17 – General Provisions*

- A. **Notices.** All notices, billings, and other correspondence required to be given to either Party pursuant to this Agreement shall be sent by email or facsimile or delivered or mailed to the following addresses:

If to the District:

East Aurora School District  
310 Seminary Avenue  
Aurora, IL 60505  
Email: rhalverson@d131.org  
Attention: Dr. Robert Halverson

If to the Provider:

Boys & Girls Clubs of North Central Illinois  
355 Dundee Avenue  
Elgin, IL 60120  
Email: crussell@bgcncil.org  
Attention: Cathy Russell

- B. **Recordkeeping.** The Provider shall maintain books and records relating to the performance of the Services including records of the enrollment of students, collection of tuition and fees, and payment of fees the District. The District shall have a right to inspect such records upon notice to the Provider at a time that is mutually convenient for the Parties.
- C. **Entirety.** This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.
- D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- E. **Severability.** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- F. **Authority to Execute.** Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

G. **Assignment.** Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

H. **Exhibits.** The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Facility Use

Exhibit C – Data Sharing Agreement

### **Exhibit A – Scope of Services**

The following scope of services has been agreed to by the Provider and District:

Boys & Girls Clubs of North Central Illinois operates the District's enrichment programs at the following schools as of the effective date:

- Aries "Jaybird" Gonzalez Child Center
- Benavides Steam Academy
- C. I. Johnson Elementary School
- C. M. Bardwell Elementary School
- Edna Rollins Elementary School
- G. N. Dieterich Elementary School
- John Gates Elementary School
- L. D. Brady Elementary School
- Mabel O'Donnell Elementary School
- Nicholas A. Hermes Elementary School
- Oak Park Elementary School
- Olney C. Allen Elementary School
- Rose E. Krug Elementary School
- W. S. Beaupre Elementary School

Programs include after-school and other enrichment programming, and may include before-school, spring-break, summer-break and teacher in-service day programming on an as-needed basis. The District may provide written authorization to Boys & Girls Clubs of North Central Illinois to operate the District's enrichment programs at one or more additional schools, which authorization Boys & Girls Clubs of North Central Illinois may, in writing, accept or reject in its sole discretion. If Boys & Girls Clubs of North Central Illinois accepts the authorization to operate the District's enrichment programs at one or more additional schools, such programs shall be operated in accordance with and subject to this Agreement.

Boys & Girls Clubs of North Central Illinois will specifically provide:

- A leadership team comprised of a Regional Director, Area Managers and Site Coordinators to oversee all aspects of all the District's programs, providing a direct link for all school administrators.
- Well-qualified and trained site staff, including Youth Development Assistants. All staff are trained utilizing mandated childcare trainings and Boys & Girls Club youth development trainings.
- All program management and oversight, including structure, scheduling, vendor management, etc.
- Ongoing new activities and programs throughout the year.

- Marketing materials and other information to promote the programs to interested families.
- Ongoing outreach to school faculty and communities to build relationships and solicit feedback.

## **Exhibit B – Facility Use**

This provision for Facility Use is effective as of the date written on the signature page of this Agreement, and is entered into between the District (“Landlord”) and the Provider (“Tenant”).

Recitals:

- A. The District is the owner of Aries "Jaybird" Gonzalez Child Center, located at 1480 Reckinger Road, Aurora, IL, 60505.
- B. The District is the owner of Benavides Steam Academy, located at 250 E. Indian Trail, Aurora, IL 60505.
- C. The District is the owner of C. I. Johnson Elementary School, located at 1934 Liberty Street, Aurora, IL 60502.
- D. The District is the owner of C. M. Bardwell Elementary School, located at 550 S. Lincoln Avenue, Aurora, IL 60505.
- E. The District is the owner of Edna Rollins Elementary School, located at 950 Kane Street, Aurora, IL 60505.
- F. The District is the owner of G. N. Dieterich Elementary School, located at 1141 Jackson Street, Aurora, IL 60505.
- G. The District is the owner of John Gates Elementary School, located at 800 Seventh Avenue, Aurora, IL 60505.
- H. The District is the owner of L. D. Brady Elementary School, located at 600 Columbia Street, Aurora, IL 60505.
- I. The District is the owner of Mabel O'Donnell Elementary School, located at 1640 Reckinger Road, Aurora, IL 60505.
- J. The District is the owner of Nicholas A. Hermes Elementary School, located at 1000 Jungels Avenue, Aurora, IL 60505.
- K. The District is the owner of Oak Park Elementary School, located at 1200 Front Street, Aurora, IL 60505.
- L. The District is the owner of Olney C. Allen Elementary School, located at 700 S. Farnsworth, Aurora, IL 60505.
- M. The District is the owner of Rose E. Krug Elementary School, located at 240 Melrose Avenue, Aurora, IL 60505.
- N. The District is the owner of W. S. Beaupre Elementary School, located at 954 E. Benton Street, Aurora, IL 60505.

The school properties listed in Recitals A-N are referred to as the “Schools” in this Lease. The District desires to lease a portion of the space and facilities located on the properties listed in Recital A (the “Premise”) to Tenant and Tenant desires to rent the Premise from Landlord for use for educational programs and services as described in Exhibit A to the Services Agreement.

Now therefore, in consideration of the foregoing Recital, the parties agree as follows:

- A. **Facility Agreement.** Landlord and Tenant entered into the Services Agreement pursuant to which Tenant was granted authority to enter, occupy, maintain, and provide the Services set forth in Exhibit A within the application regulatory requirements.
- B. **Term.** Landlord hereby leases the Premises to the Tenant, upon the terms and conditions set forth herein, for a term commencing on the Effective Date and continuing until termination of

the Services Agreement. If the Services Agreement is terminated or not renewed for any reason, or if the Tenant otherwise ceases to operate the Premises for the Services, this Lease shall terminate on: (i) the date said Services are terminated or not renewed; of (ii) the date Tenant ceases to operate in accordance with the terms of this Lease.

- C. **Rent.** In consideration of the leasing of the Premises set forth above, Tenant and Landlord agree, to not collect rent for the Premises to keep program fees low for participating families.
- D. **Internet.** The District agrees to provide Wi-Fi internet access for our staff and students to utilize at each of the schools.

### **Exhibit C – Data Sharing Agreement**

It is to the mutual benefit of the District and the Provider that students attain grade-level reading and math standardized test scores and graduate from high school ready for college and careers. The partnership between the District and the Provider allows for greater support of both students and families in the District and its surrounding communities.

Now, therefore, it is mutually agreed by and between the parties hereto as follows:

#### ***Section 1: General Provisions***

- A. **Purpose.** The purpose of this Agreement shall be:
  - a. To provide a commitment to the partnership between the District and the Provider for collaborating and coordinating academic programs and services for students in the District and its surrounding communities.
  - b. To agree on data-sharing protocols and practices through the abovementioned partnership.
- B. **Parent/Guardian Authorization.** The Provider agrees to request and share data from the District regarding students who are active members of the Boys & Girls Clubs of North Central Illinois with a membership form signed by a parent/guardian. The Provider is responsible for collecting and maintaining the signed membership forms. Membership must be renewed annually to ensure that release of academic data is permitted annually. Membership forms explicitly state the purpose of data sharing, how the data will be utilized and what parties will have access to what type of data. The Boys & Girls Clubs of North Central Illinois will only request data from the District for students with signed membership forms. If any additional student data is inadvertently obtained, it will be immediately discarded.

#### ***Section 2: Data Sharing and Non-Disclosure***

This nondisclosure agreement is entered into to protect certain confidential information needed to support a contracted service, a proposal for contracted service, a grant or grant proposal, research study or other similar project. The Parties to this agreement may be referred to individually as “Party” and jointly as “Parties.”

- A. **Definition of Confidential Information.** Confidential information means any information disclosed by in written, oral, graphic, digital, or physical form or by inspection of tangible or intangible objects that is not generally known to the public and concerns scientific knowledge, know-how, processes, inventions, techniques, products, data, plans, or similar information. Confidential information may also refer to any information that is disclosed by third parties on the direction of either Party. Confidential information does not include any



information was available to the public at the time of disclosure and was made available through no fault of either Party.

- B. Data Elements.** The confidential information shared between Parties shall be limited to those data elements defined below, specifically only for registered active members of the Boys & Girls Clubs of North Central Illinois. If either Party wishes to collect additional confidential information, that Party must submit a request in writing to the other Party.
- a. Individual student level data identified by Illinois State Board of Education number or identified by name and birthdate.
  - b. Data may include demographic information, standardized test scores, English proficiency rating, free/reduced lunch status, special needs or disability status, enrollment information, attendance, number of disciplinary infractions, courses, grades, completions, withdrawals, and any other information deemed to be relevant to improving student academic success.
  - c. Student health and immunization records for review upon request by IDHS. Records are reviewed during Health & Safety visits, which are a required element of the Child Care Assistance Program (CCAP). Health & immunization records will not be saved or stored by the Boys & Girls Clubs of North Central Illinois, rather the school will provide them at the time of the visit and then maintain secure storage of the files.
- C. Constraints on the Use of Information.** The Parties will use the information disclosed by the other Party only for the following purposes:
- a. Data will be used to improve District and Provider educational programs, policies, and services to students.
  - b. Data will be used anonymously to secure public and private funding to improve or sustain program services for students.

Information supplied by either Party remains the property of that Party and shall not be shared with third parties without written permission. Data shall not be sold or used, internally or externally, for any purpose not directly related to the purpose explained above. In the event that the confidential information is disclosed by a Party, the other Party will be immediately notified.

Parties shall take the utmost care and employ industry best practices, both technically and procedurally, to protect confidential information from unauthorized physical and electronic access using the same standard of care that either Party uses to prevent disclosure of its own proprietary or confidential information.

Parties shall limit access to confidential information to only those staff members with a well-defined business need, provided they are advised of its confidential nature and are under obligation to maintain its confidentiality.

Parties will reproduce data or information received only as needed to fulfill the purpose described above and will ensure that all copies of information are treated with the same care as original copies.

- D. No License or Other Rights.** All confidential information remains the property of the Party who shares it, and no patent, copyright, trademark, license or any other right to the confidential information is granted to the other Party. This agreement does not obligate either

Party to make any further disclosure of information to the other nor require the Parties to enter into any business relationship or further agreement.

- E. **Termination of Data Sharing and Non-Disclosure.** Within thirty (30) days of the expiration of this agreement, both Parties will erase or return original files and any copies in their possession or control which were received from the other Party.
- F. **Compliance with Applicable Laws and Regulations.** Parties shall comply with all applicable federal and state laws and regulations protecting the privacy of data including but not limited to the Family Educational Rights and Privacy Act (FERPA); the Health Insurance Portability and Accountability Act (HIPAA); the Illinois School Student Records Act (ISSRA); and where applicable, the Financial Services Modernization Act (the "Gramm-Leach-Bliley Act").
- G. **No Warranties.** Parties provide all information "as is" and make no warranties, express or implied, with respect to the accuracy, utility or appropriateness of confidential information for a particular purpose or use. Further, Parties shall defend, indemnify, release, and hold the other Party harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, including reasonable attorney's fees, arising out of or related to this agreement as a result of either Party, its officers, employees, agents or assigns negligence, acts or omissions.

**In witness whereof, the Parties have executed this Agreement as of the day and year first written above.**

East Aurora School District 131

Boys & Girls Clubs of North Central Illinois

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Cathy Russell

Title: \_\_\_\_\_

Title: Chief Executive Officer

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

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