



## AMENDMENT TO SERVICE AGREEMENT

Effective July 1, 2024 (“Effective Date”), this Amendment (“Amendment”) to Service Agreement amends that certain Service Agreement made by and between Andy Frain Services, Inc. (“Contractor”) and **Oak Park Elementary School District 97** (“Customer”), as follows:

**WHEREAS**, Customer and Contractor (collectively the “Parties”) entered into that Service Agreement effective June 9, 2022 (the “**Agreement**”) setting forth the terms and conditions under which Contractor provides Customer certain security services and event personnel for the purpose of performing certain security services (as defined in the Agreement);

**WHEREAS**, the Parties now wish to amend the Agreement by entering into this Amendment with such amended terms to commence as of the Effective Date; and

**WHEREAS**, any term not defined in this Amendment shall have the same meaning ascribed thereto in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements and promises contained herein, the Parties hereby agree to amend the Agreement as delineated below commencing as of the Effective Date:

1. **Term.** The Parties agree to extend the Term of the Agreement to June 30, 2026.
2. **Rates.** The Parties agree the Rates to the Agreement will be modified, effective July 1, 2024 and will remain effective through June 30, 2026

<b>Service Personnel</b>	<b>Bill Rate</b>	<b>Overtime</b>	<b>Holiday</b>
Crossing Guard	\$27.27	\$40.91	\$40.91
Crossing Guard Supervisor	\$27.27	\$40.91	\$40.91

3. The Parties agree that this Amendment shall be incorporated by reference into and shall be made part of the Agreement. The Services as contemplated under this Amendment shall remain subject to all other terms and conditions contained in the Agreement. All other provisions of the Agreement not expressly modified herein this Amendment shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will take precedence. For the convenience of the Parties, this Amendment may be executed in any number of counterparts, including by facsimile, electronic signature or portable document format (i.e., .PDF), each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The execution of a counterpart of the signature page of this Amendment shall be deemed to be the execution of a counterpart of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto as of the day and year first written above have duly executed this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**



**ANDY FRAIN SERVICES, INC., an Illinois Corporation**

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

Laura Grund  
Executive Vice President

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

**OAK PARK ELEMENTARY SCHOOL DISTRICT 97**

By: Sheila Johnson  
Sheila Johnson (Apr 15, 2024 09:42 CDT)

Sheila Johnson  
Assistant Superintendent of Finance & Operations

Date: Apr 15, 2024

## Cost Summary Philosophy – Oak Park Elementary School District 97 - Crossing Guard Program – 2024/2025 and 2025/2026 Academic Year

**BILLING RATES** – \$27.27 per hour supporting a program that works a split shift working 2 shifts a day with each shift having a 1 hour of billable time - \$27.27 per hour for Field Supervisor supporting the program 8 hours per day.

**CROSSINGS:** 38 Crossing Guards covering 30 Crossing Guard Posts resulting in 76 hours of daily billable hours. The Field Supervisor needs to be funded to cover the times that the Crossing Guards are performing their duties plus scheduling and administrative time which requires 8 hours per day.

**BILLING HOURS:** Daily invoicing for the CG support is 76 hours per day for a daily expense of \$2,073. The proposal estimates that the CG team will provide 13,756 hours of billable service based on a 180-school day calendar. This includes the billable two-hour annual mandatory orientation training required of each Crossing Guard. The estimated annual expense for this portion of the service is \$375,126. The Field Supervisor will have 8 billable hours per day for a daily expense of \$218. The expense will be based on a 190 days of Crossing Guard program support for the school year. The annual estimated expense for the Field Supervisor is \$41,420.

**STAFFING NEEDS:** Suggested 38 crossing guards with 6 substitute guards. 1 Field Supervisor to support the program during crossing times and administrative duties. Substitute guards are not paid unless covering a post. The field supervisor is an automatic substitute.

**ANNUAL ESTIMATED EXPENSE: \$416,546 is the estimated annual expense for the assumptions presented in this amendment. Guard rates and overhead breakdown:**

<b>Bill Rates</b>	<b>Pay Rates</b>	<b>AFS Overhead</b>
CG: \$27.27	CG: \$18.50	Overhead Rate: \$8.77
Supervisor: \$27.27	Supervisor: \$21.00	Overhead Rate: \$6.27

**The invoice rates consist of an average 68% direct labor cost with the remaining overhead cost supporting equipment, payroll expenses, FICA and Medicare, workman’s comp insurance, unemployment insurance, general liability insurance, recruitment and hiring costs, background checks and benefits.**



## **SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is entered into as of the date last written below (the “Effective Date”), by and between Andy Frain Services, Inc. (“Contractor”), an Illinois corporation with its principal office located at 761 Shoreline Drive, Aurora, IL. 60504, and **Oak Park Elementary School District 97** (“Customer”), having its principal place of business at 260 Madison Street, Oak Park, IL 60302 (collectively, the “Parties”).

### **UNDERSTANDINGS**

1. Customer represents that it owns and operates the premises (“Property”) as more fully described in Schedule 1 to this Agreement;
2. Contractor is in the business of supplying Crossing Guard personnel (“Services”) and is willing to furnish such services and personnel to Customer with respect to the Property and subject to the terms, conditions and provisions of this Agreement;
3. Customer desires Contractor to furnish the Services and Contractor desires to furnish the Services at the Property, as further described below;

NOW, THEREFORE, in consideration of the foregoing, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Customer hereby agree as follows:

### **AGREEMENT**

1. Engagement. Customer and Contractor agree that Contractor shall furnish Services at the Property, and Contractor agrees to furnish Services at the bill rates set forth herein and subject to the terms and conditions of this Agreement.
2. Term. The Services shall begin on July 1, 2022 and shall continue until June 30, 2023, with three (3) one-year options to renew, unless terminated earlier pursuant to the terms and conditions of this Agreement. Customer party may terminate this Agreement upon thirty (30) days written notice to Contractor for any or no reason, provided that Contractor shall be paid for all Services rendered prior to the effective date of the termination. Contractor may terminate this Agreement upon sixty (60) days written notice to Customer for any or no reason.
3. Services. As set forth in Schedule 1, Contractor shall furnish Crossing Guards (“Service Personnel”) as requested by Customer at the Property (collectively known hereinafter as the “Services” unless specifically identified otherwise). Contractor shall furnish its Services set forth in the Statement of Work(s) attached hereto and made a part hereof as Schedule 1 or any subsequent validly and mutually executed statements of work, subject to the terms, conditions, and provisions of this Agreement (“Statement of Work”). In the event of a

conflict between the terms and conditions of this Agreement and the terms and conditions set forth in Schedule 1 or any Statement of Work, the terms and conditions of this Agreement shall control.

Posts. Contractor's Service Personnel shall be assigned to specific posts at the Property pursuant an agreed upon deployment ("Post Orders"). Any Post Orders prepared by or at the direction of Customer may also include information related to the assigned post, provided, however, such Post Orders are not incorporated herein and may not contradict the terms of this Agreement. In the event of a conflict between the Contractor's obligations set forth herein and any applicable Post Orders, this Agreement shall control.

Scope of Services. Services shall be provided in accordance with validly executed Statements of Work. The Parties agree that any change in the Services contemplated by this Agreement, including any modification, supplementation or reduction in Service Personnel, shall be made by a request in writing by Customer and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by Customer and Contractor. If at any time Contractor believes that additional Service Personnel or related actions in excess of the Services expressly requested by Customer are necessary to properly furnish Services at the Property, Contractor may so inform Customer. However, the Parties agree that Contractor's responsibility is solely limited to providing Service Personnel, and Contractor has not been engaged by Customer as a consultant or otherwise to provide advice or an assessment of security, site evaluation or staffing needs at the Property, except as otherwise specifically stated herein. Contractor shall not be responsible for any decisions or security assessments made by Customer or anyone else, including pertaining to the sufficiency and assigned location of Service Personnel. The Parties agree that Contractor does not herein or otherwise represent and cannot warrant, expressly or impliedly that the Services furnished will prevent or minimize the likelihood of loss or damage.

Compliance. Contractor shall comply with all applicable local, State, and Federal laws, rules and regulations which govern the Services and furnishing of the same. Contractor shall obtain all such licenses and permits which may be required by any governmental authority for the furnishing of Services prior to furnishing the same. Where non-security staff are requested and are not required to be licensed by applicable law, such personnel will not have security licenses.

Independent Contractor. Contractor is an independent contractor of Customer. All Service Personnel shall be the employees of Contractor and shall not under any circumstances be deemed to be employees of Customer. Contractor shall pay all wages, all applicable taxes, make all applicable wage withholding for its employees, and shall comply with all other legal obligations as the employer of the Service Personnel.

Supervision. Contractor shall at all times be responsible for the direct supervision of its Service Personnel, contractors, subcontractors, agents, licensees, and assigned to and responsible for managing Services at the Property. A designated representative of Contractor shall, in turn, report and confer with a designed representative of Customer at the Property

with respect to the Services performed under this Agreement. Such reporting and conferring shall occur as frequently as mutually agreed upon by the Parties from time to time.

4. Personnel. Contractor agrees as follows:

a. Contractor represents that all Service Personnel utilized by Contractor under this Agreement shall be trained by Contractor using Contractor's approved materials/instructions and shall be competent to perform their duties and otherwise furnish the Services. Additional training specific to the execution of screening services will be provided by Customer, at Customer's sole expense.

b. At Contractor's sole cost and expense, Contractor shall provide each Service Personnel with a proper uniform. Customer shall provide Contractor with all necessary equipment, including screening devices and Personal Protective Equipment (PPE), at Customer's sole expense.

c. Contractor shall furnish Services in conformity with practices which are generally accepted and current in the Crossing Guard industry.

d. Contractor represents that Contractor has or will perform background checks for those Service Personnel which are licensed security officers in accordance with applicable federal, state, municipal and local law that includes criminal and, if applicable, motor vehicle histories on licensed security officers and may include other matters as required by applicable law. Contractor further represents that all such licensed security officer Service Personnel have passed such background checks prior to furnishing the Services. Such background checks shall be obtained by Contractor at Contractor's sole cost and expense. The cost of any additional background checks or more extensive background checks required by Customer shall be reimbursed by Customer.

5. Equipment. Any and all property, equipment, supplies and materials furnished by Contractor hereunder and placed at or on any of the sites identified in this Agreement shall remain the property of Contractor, and Contractor shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials. Any equipment required by Customer in addition to those items specifically identified in Schedule 1 shall be separately billable to Customer. Any equipment provided by Customer shall remain the property of the Customer. Contractor shall not be liable for the maintenance, calibration, performance, and/or accuracy of equipment provided by Customer.

6. Obligations of Customer. Customer agrees as follows:

a. Customer shall pay Contractor for the Services provided by Contractor at the hourly rates mutually agreed upon and pursuant to the terms and conditions stated in this Agreement. **Payments shall be based on actual hours worked.**

b. Customer shall remain solely responsible for any decisions or directions to Contractor concerning the location, number or extent, or placement or sufficiency of Service Personnel requested under this Agreement. If Customer materially alters any express instructions or directions given by Contractor to the Service Personnel or if Customer assumes any material supervision over the Service Personnel, Customer shall be solely liable for any and all such alterations or supervision and Customer agrees to indemnify,

defend and hold harmless Contractor from and against any and all losses, claims, expenses (including reasonable attorney's fees) or damages arising from or relating to such alterations or supervision, but only to the extent they were the excess result of and caused by such alterations or supervision.

c. To effectuate this Agreement, Customer shall provide Contractor with such information, including the Post Orders concerning the Property or sufficient information to enable Contractor to prepare Post Orders for the Property, as are necessary for Contractor to furnish the Services pursuant to this Agreement.

d. Customer shall provide Contractor with information Customer has pertaining to the Property necessary to ensure that the Service Personnel are trained and prepared to provide the Services at the Property, including information necessary to train those Service Personnel with responsibilities concerning the alarms systems, elevator and light controls, cameras and access control systems for the Property. Except as otherwise set forth herein or agreed by Contractor, Customer shall be solely responsible for managing and maintaining the Property and otherwise managing, maintaining and providing any services with respect to the Property, other than the Services contemplated by this Agreement.

e. Customer represents it is duly authorized to retain Contractor to provide Services at the Property and to execute this Agreement.

7. Compensation.

a. Bill Rates. Customer shall pay Contractor for the Services at the rates set forth in Schedule 1.

b. Invoices. Contractor shall invoice Customer for Services performed under this Agreement. Invoices shall be sent to Customer on a weekly schedule at Customer's location identified in Schedule 1.

c. Payment. Payments are due thirty (30) days from the invoice date. Any objection, dispute or claim regarding the amount of an invoice or the Services rendered (or not rendered) must be sent in writing by Customer to Contractor within thirty (30) days from the date Customer received such invoice, setting forth the nature of the objection, dispute or claim, and including all supporting documentation, but Customer's failure to raise any objection, dispute or claim within this time period shall not constitute a waiver by Customer. Customer agrees to pay a late fee of 1½ % of the outstanding total balance owed for Services per month (or any part thereof) plus all reasonable collection and attorney's fees and costs which may be reasonably incurred by Contractor in the attempted collection or collection of any properly submitted invoice(s) not paid pursuant to the terms of this Agreement.

d. Records. Upon request, Contractor shall furnish Customer with copies of completed daily timesheets and other records which form the basis of billings for Services performed by Contractor under this Agreement. Such records shall contain information sufficiently detailed so as to indicate the Property where and when such Services were performed and with what Service Personnel. Contractor shall keep such records for a period of three years after the last date of Services provided under this Agreement.

e. Rate Change. Hourly rates as stated herein are subject to adjustment for changes in any federal, state or municipal law, regulation, administrative ruling, collective bargaining agreement, or resulting in any increase in work hours, wages, benefits, taxes,

working conditions or other cost incurred by Contractor in the performance of this Agreement. In the event Contractor desires to adjust such rates, Contractor shall provide Customer with written notice of such desired adjustment. Within thirty (30) days of receiving such notice of desired adjustment, Customer may terminate this Agreement otherwise **after such notice period**, such desired adjustment shall become immediately effective and shall remain in effect until the earlier of termination of this Agreement or any further annual or other adjustment as provided by this Agreement.

f. **Cancellation Fee.** Contractor has allocated resources to the project that may be difficult or impractical to reallocate to other projects in the event of any cancellation. In the event of cancellation of this Agreement less than 48 hours prior to the commencement of services date, Customer shall pay 4 hours for each Contractor employee scheduled to provide services. In the event of cancellation of this Agreement after its commencement date, but prior to the termination date, Customer shall pay for all hours actually worked and a 15% cancellation fee predicated on the estimated subtotal for Contractor Services to have been provided through the date provided in Section 2 above.

8. **Insurance.** Contractor shall maintain during the term of this Agreement, at its own expense, insurance policies insuring Contractor and the Service Personnel furnishing Services, as follows:

<b>TYPE OF INSURANCE</b>	<b>LIMIT OF INSURANCE</b>
General Commercial Liability - Occurrence Form	\$1,000,000 Per Occurrence
Workers Compensation & Employers Liability	Statutory
Business Auto Liability including Hired and Non Owned Auto Liability	\$1,000,000 Combined Single Limit
Excess/Umbrella	\$9,000,000 Per Occurrence \$9,000,000 Aggregate

Contractor agrees solely with respect to liability caused by the sole negligent acts of Contractor, to name Customer its officers, employees and directors as Additional Insureds on Contractor's General Commercial Liability and Auto liability insurance policies. **Prior to commencing Services under this Agreement, Contractor shall furnish to Customer certificates of insurance, with policy declarations and endorsements attached, reflecting Customer's status as an additional insured on these policies, on a primary and noncontributory basis.**

9. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Customer, its **board of education, individual board members**, officers, administrators, members, affiliates, subsidiaries, volunteers, and employees from and against all losses, **demands, causes of action, claims, damages, injuries, liabilities and judgments** , **including reasonable attorneys fees and court costs**, that Customer may sustain to the extent resulting from the negligent acts of Contractor or Service Personnel while engaged in the performance of contracted-for Services under this Agreement, and to the extent resulting from Customer's breach of this Agreement.



Notwithstanding anything to the contrary in this Agreement, Contractor shall not indemnify or be required to indemnify Customer from or against any losses, claims, damages, injuries, liabilities or judgments to the extent that they are: (i) caused by the contributory negligence of Customer or its directors, officers, members, partners, affiliates, licensees, invitees, representatives, agents, or employees; (ii) arising from Customer's business decisions, including but not limited to, decisions to remove patrons or personnel from the Property and decisions regarding the number or placement of Service Personnel or hours of service; or (iii) caused by or resulting from the wrongful or negligent acts, errors or omissions of third parties; The Contractor hereby knowingly and intentionally waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2nd 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner is not limited by the so called "*Kotecki Cap*".

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury (including death) to any person, including an employee of Contractor, arising from a slip, trip or fall due to any premises defect while on or near the premises of Customer. It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, concrete, sidewalk, walkway, tile, carpeting (or floor/ground/stair covering of any kind), pavement, curb, roadway, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, or garbage, debris, food, water or transient substance removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Customer, other than those obvious during reasonable inspection and which pose an immediate danger to persons permitted on the Property.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Customer for any injury or illness caused by any person entering onto Customer's property unless caused by the negligent act or omission of Contractor or its employee. Contractor does not warrant nor represent that its Services will prevent any injury or illness caused by any person entering onto Customer's property.

Notwithstanding anything to the contrary in this Agreement, the Parties agree that any additional insured or indemnity provision throughout this Agreement applies only to claims caused by the direct negligent acts of Contractor and its employees while performing agreed upon duties and Services.

10. Limitation of Liability.

a. Liability: Contractor shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind suffered or incurred by Customer arising indirectly from the performance or non-performance of Contractor's obligations under this Agreement (including, but not limited to, a failure to meet any the agreed upon number of Service Personnel to for the purposes of the Agreement), any breach of Contractor's obligations under or in connection with this Agreement or from any negligence,

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misrepresentation or other act or omission by Contractor or Contractor's employees, agents or contractors.

b. **Maximum liability:** Notwithstanding anything else in this Agreement, Contractor's liability, whether in contract or pursuant to any cancellation of this Agreement or in tort or otherwise, in respect of all claims for costs, loss, damage or injury arising from breach of any of Contractor's obligations arising under or in connection with this Agreement, from any cancellation of this Agreement or from any negligence, misrepresentation or other act or omission by Contractor or, its employees, agents or contractors, shall not exceed \$500 in respect of one event (or a series of failures arising from the same event). Where there is more than one event (or series of failures arising) Contractor's aggregate maximum liability during the term of this Agreement is limited to \$500.

c. The limitations contained in this Section 10 shall not apply to any third-party claims against Customer, or to Contractor's obligations of indemnity and defense as provided in Section 9, above.

11. **Contractor's Employees.** During the term of this Agreement and for a period of twelve (12) months immediately following the end or termination of this Agreement, neither Customer nor Customer's vendors, contractors, employees, representatives, or affiliates shall no solicit or offer to hire, or hire any employees of Contractor, without the prior written consent of Contractor. This paragraph shall survive termination of this Agreement, regardless of the reason of, basis for or circumstances surrounding such termination.

12. **Force Majeure.** In the event that operations at the Property where Services are performed are halted or substantially decreased by reason of war, hostilities, revolution, riot, civil commotion, terrorist attack, national emergency, strike, labor dispute, lockout, picketing, unavailability of supplies, failure of communication equipment, epidemic, pandemic, endemic, fire, flood, weather-related issue, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency, or other cause reasonably beyond the control of the Parties ("Force Majeure"), this Agreement (and payment for Services hereunder) may be suspended by either Party for the duration of such halted or decreased operations, on twenty-four (24) hours' notice addressed by the affected Party to the other Party. Notwithstanding the foregoing, Customer shall pay, in accordance with the terms hereof, Contractor for all Services provided.

In the event that Contractor is prevented from completing this contract by reason of Force Majeure, this Agreement may be suspended for the duration of such hardships, on twenty-four (24) hours' notice addressed by Contractor to Customer, provided that Contractor uses reasonable efforts to cure or mitigate any delays or failure to perform.

13. **Default.** Each party may terminate this Agreement immediately if any of the following events shall occur: (a) material default by the other party in the performance of the terms and conditions of this Agreement, including but not limited to Customer's failure to timely make payments required hereunder when due, which default continues for five (5) days

or more after written notice from the other party; (b) if at any time during the term of the Agreement there shall be filed by such party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such party's property; (c) if such party makes an assignment for the benefit of creditors; or (d) if such party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

14. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate Party at its address, as set forth below:

Customer: The name and address identified by Customer in Schedule

Oak Park Elementary School District 97  
260 W. Madison St.  
Oak Park, IL 60302  
Tel: (708) 524-3000  
Attention: Patrick King, CPA, CSBO ([pking@op97.org](mailto:pking@op97.org))  
Copy: Matthew J. Gardner ([mgardner@robbins-schwartz.com](mailto:mgardner@robbins-schwartz.com))

Contractor:

Andy Frain Services, Inc.  
761 Shoreline Dr.  
Aurora, IL 60504  
Tel: (630) 820-3820  
Attention: David Clayton, President  
Copy: Stacey McGlynn Atkins, General Counsel

Notices will be effective on the first business day following receipt thereof. Notices sent by certified mail or courier will be deemed received on the date of delivery as indicated on the return receipt or delivery notice; notices sent by facsimile will be deemed received on the date transmitted as indicated on the facsimile transmission confirmation page. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given, shall not affect the validity or the effectiveness of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, either Party may from time to time, at any time change its contact information listed above in this section 14 (*Notices*).

15. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party provided, however, that so long as a Party is not in default under this Agreement, that Party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks.

16. Confidentiality. By virtue of the Agreement, the parties may have access to information that is confidential to one another (“Confidential Information”). Confidential Information means any and all technical and non-technical information provided by either Party to the other, including but not limited to trade secret, and proprietary information of all types, including, but not limited to, business methods, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning financial information, procurement requirements, purchasing, manufacturing, customer lists, customer data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing Party provides regarding third parties. Each Party shall permit access to Confidential Information of the other Party only to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. Each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement or as otherwise required by law. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the “Disclosing Party”) and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the “Recipient”) shall not be in violation of this Section 16 with regard to a disclosure that was in response to a valid order by a court or other governmental body or otherwise required by law, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information. A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. Nothing shall prevent either party from disclosing the terms or pricing under the Agreement in any legal proceeding arising from or in connection with the Agreement or from disclosing the Confidential Information to a governmental entity or pursuant to lawfully issued subpoena as required by law.

17. Entire Agreement. This Agreement, including all Exhibits, Schedules and Statements of Work hereto (which are incorporated herein by reference), constitutes the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations and understandings, if any, between the Parties concerning the same, whether written or oral. Should any term contained in any Exhibit conflict with any provision of this Agreement, the provision contained in this Agreement

controls, unless the term contained in the Exhibit expressly states otherwise. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein.

18. Modifications and Amendments. This Agreement shall not be modified or amended in any respect except by written instrument duly executed by or on behalf of each of the Parties. Any language or provisions contained on either Party's website or product schedule or contained in any shrinkwrap or "clickwrap" agreement, shall be of no force and effect and shall not in any way supersede, modify or amend this Agreement.

19. No Third Parties. No person other than the Parties to this Agreement has any rights or remedies to, under or deriving from this Agreement. This Agreement creates no third-party benefits.

20. Severability. If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

21. Miscellaneous.

a. 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. Execution of this Agreement may be completed by electronic signature or e-mail transmission. Electronic or e-mail signatures shall have the same force and effect as an original, hard copy of such signature.

b. Survival. The representations, warranties, covenants and agreements contained in or made pursuant to this Agreement shall survive the termination of this Agreement.

c. Choice of Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Parties' consent that any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in the State of Illinois and the parties waive any right to object to the jurisdiction of the State of Illinois over any dispute concerning this Agreement.

d. Non-Waiver. Any waiver, permission, consent or approval of any kind or nature by any party hereto, must be in writing and shall be effective only in the specific instance, to the extent of and for the specific purpose given, and the same shall not operate or be construed as a waiver of any subsequent breach, default, provision or condition of this Agreement by any party hereto, including the party to whom originally given.

e. Successors. This Agreement shall be binding upon and inure to the benefit of Contractor and Customer and their representative successors and/or assigns.

f. Time is of the Essence. Time is of the essence with respect to each Party's obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto as of the day and year first written above have duly executed this Agreement.

ANDY FRAIN SERVICES, INC., an Illinois Corporation

By: \_\_\_\_\_  
Laura Grund  
Executive Vice President

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

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

By: \_\_\_\_\_  
Patrick King  
Senior Director of Finance

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

**SCHEDULE 1**

**STATEMENT OF WORK**

This Statement of Work is entered into as of May 2, 2022 (“Effective Date”), by and between Andy Frain Services, Inc. (“Contractor”), an Illinois corporation with its principal office located at 761 Shoreline Drive, Aurora, IL. 60504, and **Oak Park Elementary School District 97** (“Customer”), having its principal place of business at 260 Madison Street, Oak Park, Illinois 60302 (collectively, the “Parties”). Contractor and Customer may be collectively referred to herein as the “Parties”. All capitalized terms used but not otherwise defined in this Statement of Work shall have the meanings ascribed to such terms in the Agreement (defined below).

WHEREAS, the Parties entered into that certain Service Agreement (the “Agreement”);

WHEREAS, the Parties desire to execute this Statement of Work which is issued pursuant to the Agreement;

WHEREAS, the Parties agree that this Statement of Work shall be incorporated by reference into the Agreement;

Now therefore, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. The Services shall consist of Crossing Guard personnel furnished for Customer at the Property (defined below).
2. Term. The Term of this Statement of Work shall be from July 1, 2022 to June 30, 2024, with three (3) one-year options to renew.
3. Service Location. At such specific locations pursuant to written post orders (defined below) (“Property”).
4. Scope of Work. Provide security officers and/or event personnel at the Property pursuant to Customer’s requested post orders.
5. Rates. Contractor shall provide the Service Personnel and any necessary equipment at the below hourly rate:

<b>Service Personnel</b>	<b>Regular</b>	<b>Overtime</b>	<b>Holiday</b>
Crossing Guards	\$26.48	\$39.72	\$39.72

Supervisor <sup>1</sup>	\$26.48	\$39.72	\$39.72
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Included:

- All management and administrative cost; industry standard Crossing Guard training and state certification (for licensed positions)
- Pre-employment drug screening
- All uniforms, payroll and associated expense
- All recruiting, screening and hiring expense
- Workers Compensation, Auto, and General Liability Insurance

Additional coverage hours requested by Customer beyond those set forth in the Deployment will be billed at standard bill rates with one-week advance notice, additional coverage hours without one-week advance notice, will be billed at 1 1/2 time the standard bill rate.

Holiday pay and bill rates will be 1-1/2 times the normal rate.

Holidays: New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day

Invoicing: a) due net 30.

Invoices shall be sent to Patrick King, Senior Director of Finance, (708) 524-3133, [pking@op97.org](mailto:pking@op97.org).

6. This Statement of Work shall be incorporated into the Agreement by reference.

7. The Parties hereby acknowledge that this Statement of Work may contain terms and conditions that conflict with the terms and conditions of the Agreement. To the extent of any such conflict, the Parties agree that the terms and conditions of the Agreement shall control. In addition, the Parties agree that the Agreement shall not be modified, supplemented, or amended by the terms of any invoice, purchase order, and/or other document.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Statement of Work as of the first date written above.

[SIGNATURE PAGE TO FOLLOW]

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<sup>1</sup> Each Supervisor will be invoiced a minimum of two (2) hours per school day.



**CONTRACTOR:**  
**ANDY FRAIN SERVICES, INC.**

By: \_\_\_\_\_  
    Laura A. Grund  
    Executive Vice President  
Date: \_\_\_\_\_

**CUSTOMER:**  
**OAK PARK ELEMENTARY**  
**SCHOOL DISTRICT 97**

By: \_\_\_\_\_  
    Patrick King  
    Senior Director of Finance  
Date: \_\_\_\_\_