

## **District 23 Finance Committee**

Monday, June 5, 2023 6:00 PM

Grodsky Administration Building, 700 N Schoenbeck Rd, Prospect Heights, IL  
60070

### **I. Call to Order**

### **II. Discussion Items**

II.A. Financial Reporting to the Committee

II.B. Resolution for PTAB Attorney - John Izzo  
(Continued Cost-Share with D214)

II.C. IGA - Illinois Department of Healthcare &  
Family Services & PHSD23 (for the administration  
of the Illinois Medical Assistance Program IMAP)

II.D. Update to Wheeling Township Treasury  
Resolution - Appointment of Tim Keely as  
Treasurer

II.E. Day Group Rental Agreement - Contract  
Renewal

II.F. PHSD23 & PHPD Cooperative Agreement

II.G. Meeting Planning - Discussion

### **III. Old Business**

### **IV. New Business**

### **V. Adjournment**

**PROSPECT HEIGHTS SCHOOL DISTRICT 23**

**RESOLUTION AUTHORIZING PARTICIPATION  
IN PROPERTY TAX PROCEEDINGS**

**WHEREAS**, an owner or owners of certain parcels of real property located within the corporate boundaries of Prospect Heights School District Number 23, Cook County, Illinois, have filed or are anticipated to file appeals or complaints of the assessment or exemption of real property for tax years 2021 and succeeding years with the Cook County Board of Review, with the Cook County Circuit Court, with the State of Illinois Property Tax Appeal Board (“PTAB”), or with the State of Illinois Department of Revenue; and

**WHEREAS**, an owner or owners of certain parcels of real property located within the corporate boundaries of the School District have filed, or are anticipated to file, with the Cook County Circuit Court tax rate objection complaints against the Cook County Collector concerning the levies of the School District for tax years 2015 and succeeding years wherein the complainants seek refunds of property taxes already extended, collected, and distributed to the School District; and

**WHEREAS**, the Board of Education wishes to intervene or otherwise participate in any proceedings before the Board of Review, the Circuit Court, the PTAB, or the Department of Revenue, for such years for which the Board of Education or the Administration determines that the District’s revenue interest in the assessed valuation of the subject parcels or in its tax levies warrants the District’s intervention or participation in such assessment, exemption, or tax rate objection proceedings;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Education of Prospect Heights School District Number 23, Cook County, Illinois as follows:

**Section 1:** The Board hereby finds that all the recitals contained above are true and correct, and that the same are hereby incorporated herein by reference.

**Section 2:** The Board hereby authorizes the law firm of Petrarca, Gleason, Boyle & Izzo, LLC, as its legal representative to: (1) file, upon the direction of the Board or Administration, intervention petitions or appearances on behalf of the School District with the Cook County Circuit Court and other courts, the Cook County Board of Review, the PTAB, or the Illinois Department of Revenue, with respect to any complaint, appeal, or other proceeding filed by any party for tax year 2021 or succeeding years relative to any valuation assessments or tax exemption for property located within the corporate boundaries of the School District and with respect to any complaint, appeal, or other proceeding filed by any party for tax year 2015 or succeeding years relative to any property tax levy of the School District; (2) participate in, initiate, or take appeals from such actions as authorized by the Board or Administration as necessary to protect the District's revenue interest in the assessment of properties within the corporate boundaries of the School District or in its tax levies; (3) represent the Board's interests in any such proceeding; and (4) execute any settlements or stipulations in such proceedings consistent with the Board's interests as authorized by the Board or Administration.

**Section 3:** All motions and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**Section 4:** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provisions shall not affect any of the other sections, paragraphs, clauses or provisions of this Resolution.

**Section 5:** This Resolution shall be in full force and effect upon its adoption and shall remain in effect until action by this Board to modify or rescind it.

After a full and complete discussion thereof, Member \_\_\_\_\_ moved that the foregoing Resolution be adopted and Member \_\_\_\_\_ seconded the motion. The President directed the Secretary to call the roll for a vote upon the motion to adopt this Resolution. Upon a roll call vote being taken, the Board of Education voted as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The President declared the motion carried and the Resolution duly adopted.

Dated: \_\_\_\_\_

**BOARD OF EDUCATION,  
PROSPECT HEIGHTS SCHOOL DISTRICT 23  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
President, Board of Education

ATTEST: \_\_\_\_\_  
Secretary, Board of Education

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education, Prospect Heights School District Number 23, Cook County, Illinois, and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing is a full, true and complete copy of a Resolution adopted by the Board of Education at a meeting of said Board held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act and of the School Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in conduct of said meeting.

**IN WITNESS WHEREOF**, I have hereunto affixed by official signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary, Board of Education

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
AND**

**LOCAL EDUCATION ASSOCIATION  
REGARDING REIMBURSEMENT OF EXPENDITURES FOR  
THE SCHOOL BASED HEALTH SERVICES PROGRAM  
2022-37-004**

The Illinois Department of Healthcare and Family Services (HFS) and [REDACTED] the Local Education Agency (LEA), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) to delineate respective roles, responsibilities, resources, and financial obligations associated with the administration of the HFS' School Based Health Services Program (SBHS). HFS and LEA are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I  
INTRODUCTION**

1.01 Purpose. HFS and LEA hereby enter into this Agreement to delineate the Parties' respective roles, responsibilities, resources, and financial obligations associated with the administration of the Illinois Medical Assistance Program (IMAP) authorized under Title XIX and XXI of the Social Security Act as administered by HFS, for providing mutually agreed upon support to the SBHS, and maintaining clear communications between both Parties in the interest of the Parties' mutual IMAP consumers. The purpose of this Agreement is to define an intergovernmental relationship whereby HFS shall submit certain LEA costs that are documented to be funding allowable IMAP services, as well as certain administrative functions necessary for the efficient administration of the IMAP. Upon Centers for Medicare and Medicaid Services (CMS) acceptance of such costs, HFS shall transfer earned Federal Financial Participation (FFP), pursuant to the provisions of this Agreement.

1.02 Covered Medical Services. Covered medical services for purpose of this Agreement are those services that meet all of the following criteria:

- (a) The individual receiving services is an eligible IMAP customer.
- (b) The service is a covered IMAP service in accordance with approved state plan methodologies.
- (c) The provider is an IMAP enrolled provider.
- (d) The rates for services are consistent with state plan requirements.
- (e) IMAP payments do not duplicate other specific payments for the same service.
- (f) HFS and LEA maintain auditable documentation to support claims for Federal Financial Participation (FFP).
- (g) HFS conducts appropriate financial oversight over LEA billing practices.
- (h) Third Party Liability requirements are met. (CMS does not view public schools carrying out general responsibilities to ensure access to needed health care as legally liable third parties.)
- (i) All other statutory, regulatory, and policy requirements for service, payment, and associated claiming are met.

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1.03 Covered Administrative Costs. Covered administrative costs for purpose of this Agreement are those costs defined and documented pursuant to the HFS Illinois Guide for SBHS Administrative Claiming. See: <https://www2.illinois.gov/hfs/MedicalPrograms/sbhs/Pages/default.aspx>

1.04 Federal Requirements. In accordance with 42 CFR 431.10, HFS exercises administrative discretion in the administration and supervision of the IMAP and issues policies, rules, and regulations related to that administration subject to requirements of CMS.

### ARTICLE II DUTIES AND OBLIGATIONS OF THE PARTIES

2.01 Mutual Responsibilities.

- (a) Both Parties agree to develop interagency procedures to facilitate the necessary implementation of this Agreement, to include the procedures in their respective policy manual or like documents, and to act in conjunction with each other in communications, both written and oral, with CMS regarding inquiries, concerns, or other activities which are related to SBHS.
- (b) Each party shall designate a representative for regular intergovernmental communications. The representative shall report all requests for interpretation of this Agreement to their respective supervisors who shall clarify policy and pursue any necessary changes to this Agreement pursuant to the procedures outlined in Section 6.02.
- (c) The Parties shall use child and family information provided under this Agreement only for the purposes contemplated by this Agreement.
- (d) The Parties agree to comply with, to require their contractors to comply with, and to protect the confidentiality of the information consistent with, HIPAA, HITECH, the Family Educational Rights and Privacy Act (FERPA) and the Illinois Student Records Act, to the extent that each party's functions and records are covered by either act and the regulations promulgated thereunder [45 CFR Parts 160 and 164; 34 CFR Part 99; 105 ILCS 10 and 23 Ill. Admin. Code Part 375].
- (e) The Parties recognize that all information, records, data, and data elements pertaining to applicants for and recipients of SBHS is confidential and each party shall ensure that it be protected from unauthorized disclosure by that party and its employees, and by such party's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 CFR Part 431, Subpart F, and 89 Ill. Admin. Code 102.30, the federal Family Educational Rights and Privacy Act and the Illinois Schools Student Records Act.
- (f) Personally identifiable information maintained by both Parties is subject to the confidentiality provisions of Federal and State statutes, rules and regulations, including, but not limited to, Title XIX of the *Social Security Act (42 USC 1396 et seq.)*. When personally identifiable information is exchanged or shared between LEA and HFS, the following rules shall apply: (i) the confidential nature of the information must be preserved; (ii) the information furnished must be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation. The release of personally identifiable information, data, or records by either Party and/or their respective staff to any unauthorized person may subject HFS or LEA and their respective staff to criminal and/or civil penalties as imposed by law.
- (g) The Parties shall abide by the Individuals with Disabilities Education Act (IDEA), the Social Security Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act (ADA), the Illinois

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Human Rights Act and all other federal and state constitutional provisions, laws, regulations or orders which prohibit discrimination. The parties further agree to take affirmative action to ensure that no unlawful discrimination is committed.

### 2.02 HFS Responsibilities.

- (a) In accordance with 42 CFR 431.10, HFS exercises administrative discretion in the administration and supervision of the IMAP and issues policies, rules, and regulations related to the IMAP.
- (b) HFS shall enroll LEA as an eligible medical provider to participate in the IMAP, as long as it otherwise qualifies as such a provider, and through this agreement, as an administrative extension of HFS.
- (c) HFS shall maintain the separate account with the State Treasury for the purposes of receipt and disbursement of federal funds received for SBHS and shall request the necessary appropriation from the General Assembly.
- (d) HFS shall receive, review and process in a timely fashion any claim for reimbursement of IMAP administrative expenditures, and the documentation related thereto, provided by the LEA.
- (e) HFS shall process data in a timely fashion for the purpose of claiming federal financial participation (FFP).
- (f) HFS shall draw FFP for the reimbursement of the eligible expenditures of the LEA in accordance with the federal rules and regulations as prescribed in the Cash Management Improvement Act Agreement between HFS and the US Treasurer, and, except as otherwise provided herein, deposit such FFP into the Special Education Medicaid Matching Fund.
- (g) HFS shall expeditiously authorize the Comptroller to disburse the FFP attributable to services provided and administrative activities hereunder, to the LEA in a timely manner, less any amount off set pursuant to Article III. below.
- (h) HFS shall monitor the operation of services reimbursed under the IMAP, and in compliance with the applicable standards, including but not limited to inspecting individual service records, including Individualized Education Programs (IEPs) and/or Individualized Family Service Plans (IFSPs). Monitoring shall include, but is not limited to, reviews of the following:
  - (i) IMAP customer eligibility;
  - (ii) Claims;
  - (iii) IEP and/or IFSPs;
  - (iv) Other medical plans of care;
  - (v) Rates; and
  - (vi) Annual Cost Reports.
- (i) HFS shall recognize the IEPs and IFSPs and other medical plans of care as described in the HFS Chapter U-200 Handbook as determinative of the medical necessity of the services provided.
- (j) HFS shall monitor the application of the cost allocation plan to administrative expenditures incurred by the LEA. Said monitoring may include, but not be limited to, inspecting LEA personnel and expenditure records, and conducting interviews.
- (k) HFS shall report all deficiencies and problems noted in the course of such monitoring in writing to the LEA in order that the LEA may correct the deficiencies.
- (l) HFS shall be responsible for the coordination and implementation of State and Federal audit requirements.
- (m) HFS shall furnish LEA on a timely and regular basis such data, reports and information as may be required to ensure that LEA may satisfy State and Federal fiscal responsibility requirements governing all services funded under Titles XIX and XXI of the Social Security Act. Such data, reports

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and information shall include but not be limited to IMAP customer, fiscal, provider and service data as agreed upon by LEA and HFS.

- (n) HFS shall administer the Medicaid Management Information System (MMIS), and expeditiously process IMAP claims for payments to the LEA. The maximum rate allowed, amount, timing and nature of claims processed through the MMIS shall be determined by HFS in accordance with Federal regulations.
- (o) HFS shall provide for a process by which the LEA may seek an informal reconsideration of, or an adjustment to, HFS' decision to reject any portion of any claim for reimbursement of IMAP administrative expenses. This process shall include a right to notice and an opportunity to be heard.

### 2.03 LEA Responsibilities.

- (a) The LEA agrees to comply with all policies and instructions promulgated by HFS and communicated to the LEA from time to time.
- (b) The LEA shall enroll as a medical provider in the IMAP and, through this agreement, as an administrative extension of HFS.
- (c) The LEA shall submit to HFS properly prepared IMAP claims for processing through the MMIS.
- (d) The LEA shall maintain documentation of the basis for any claim for reimbursement of IMAP administrative expenditures pursuant to this agreement.
- (e) By submitting to HFS a claim for reimbursement of IMAP administrative expenditures, the LEA certifies that the expenditures were incurred prior to submittal, and that they are the actual costs of the administrative activity undertaken in support of the IMAP in accordance with the principles established in 2 CFR Part 200 and in accordance with the cost allocation plan. The LEA certifies that the funds used for expenditures are not federal funds, or if they are federal funds, their use is authorized by federal law to match other federal funds. The LEA further certifies that the funds used for expenditures have not been used to match other federal funds.
- (f) The LEA shall provide to HFS all documents and other necessary information to allow HFS, as the Medicaid Single State Agency, to submit a request for Federal Financial Participation (FFP) and to monitor the program. This documentation shall be provided in a timely fashion to facilitate the request for reimbursement.
- (g) The LEA shall make necessary arrangements or contracts to acquire eligibility data needed to determine the claim for reimbursement of IMAP administrative expenditures.
- (h) The LEA shall use the claiming processes provided by HFS.
- (i) The LEA shall submit claims for reimbursement of IMAP administrative expenditures on a quarterly basis within the timeframes established in the HFS Illinois Administrative Guide for School-Based Health Services Administrative Claiming. Claims received by HFS after the established timeframes will not be processed.
- (j) The LEA shall submit claims for covered medical services within the timeframes established in Handbook for Local Education Agencies, Chapter U-200, HFS Medical Provider Handbooks. Claims received by HFS after the established timeframes will not be processed.
- (k) The LEA shall submit the annual cost report for claims for covered medical services in the timeframe outlined by HFS. Failure to submit the annual cost report in the required timeframe will result in the recoupment of ALL reimbursement received for claims for dates of service during the period of time covered by the annual cost report.
- (l) The LEA shall cooperate and comply with any reviews or audits by HFS, the State Auditor General, the US Department of Health and Human Services, the Medicaid Fraud Control Unit of the Office

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of Inspector General and any other entity authorized by law to review state or federal expenditures related to the IMAP or this Agreement.

- (m) Documents in support of a claim for reimbursement of IMAP administrative expenditures shall include, but are not limited to, identification of sampled staff and allowable expenditures and expenses. The LEA shall maintain detailed records sufficient to meet the requirements of 2 CFR Part 200 and to document such compliance.
- (n) When the LEA is no longer required to retain IMAP customer information provided by HFS, that information, as well as all copies of the information, is to be deleted from any electronic storage medium in a manner to ensure that the data cannot be retrieved by any means. Any hard copy version of the IMAP customer information, including printed-paper or microfiche versions, is also to be destroyed, except as prohibited by law. Notwithstanding the foregoing, the LEA may retain for audit purposes the following data elements for each IMAP customer for a period not to exceed five (5) years after each IMAP customer reaches the age of 23 years:
  - (i) the IMAP customer's recipient identification number (RIN),
  - (ii) the beginning and end dates of the IMAP customer's period(s) of eligibility, and
  - (iii) the MANG P codes associated with each eligibility period.

### ARTICLE III

#### REIMBURSEMENT AND ADJUSTMENTS

3.01 Administrative expenditures by the LEA attributable to the IMAP may be eligible for Federal Financial Participation (FFP). The LEA shall maintain detailed records sufficient to meet the requirements of 2 CFR Part 200 and to document such compliance.

3.02 The LEA must submit to HFS documentation of administrative activities that relate to allowable IMAP covered services. HFS, as the Medicaid Single State Agency, shall determine what expenditures are allowable through a cost allocation plan established and maintained by HFS in accordance with the provisions of 2 CFR Part 200. This plan, which is subject to approval by the United States Centers for Medicare and Medicaid Services, must be followed by the LEA whenever a claim is submitted.

3.03 HFS shall maintain detailed records sufficient to meet the requirements of 2 CFR 200 and to document such compliance. Documents in support of an administrative claim include, but are not limited to, sampling procedures, identification of sample staff and allowable costs and expenses. All programmatic methodologies used to calculate the administrative claim must be incorporated into the aggregate LEA Cost Allocation Plan and LEA must assure that claims for reimbursement of program costs are not duplicative of other LEA claims.

3.04 In order to offset the costs to the State for administering SBHS, the LEA agrees that:

- (a) HFS will transfer any fee or cost assigned to the Special Education Medicaid Matching Fund as directed by state statute. These fees can include, but are not limited to, any amount assessed the fund for services of the Auditor General and any amount directed by statute to be transferred out of the fund, and
- (b) Of the remaining funds, HFS shall retain an amount to cover the State's costs to administer the SBHS program. In no event shall said amount exceed four percent (4%) of the IMAP reimbursement to the LEA attributable to administrative expenses and net annual cost settlement amounts.

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3.05 Upon completion of a review or audit that results in a finding that federal reimbursement under this Agreement was obtained or paid incorrectly, the LEA shall be furnished with a written notice containing the finding and necessary adjustment or requested repayment. In the event that the LEA objects or disagrees with the finding, it may request reconsideration, as allowed by HFS.

- (a) In the event that a federal audit results in a finding that FFP funds were obtained or paid incorrectly for services reimbursed under this Agreement, and the finding requires repayment of such funds, the repayment shall be processed through the current HFS FFP case draw-down procedure.
- (b) In the event that the finding results in additional reimbursement due from the federal government, the LEA may initiate an adjustment to affect future reimbursement.

### ARTICLE IV TERM

4.01 Term. This Agreement shall commence upon full execution by the Parties and, unless otherwise terminated by the Parties, shall remain in effect until terminated under Article V, below.

4.02 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon sixty (60) days' prior written notice to the other Party. Upon the mutual written consent of both Parties, the Agreement may be terminated sooner. In the event of termination, HFS shall process all claims for reimbursement of IMAP administrative expenditures incurred prior to the effective date of termination even though such processing activities may extend beyond the termination date.

4.03 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

4.04 Availability of Appropriation; Sufficiency of Funds. Agreement is contingent upon and subject to the availability of sufficient funds. A Party may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Parties by the State or the Federal funding source, (ii) the Governor or one of the Parties reserves funds, or (iii) the Governor or the one of the Parties determines that funds will not or may not be available for payment. A Party shall provide notice, in writing, to all other Parties of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.05 Nothing contained herein shall be construed as an agreement to perform any illegal act or any act not permitted to be performed by either HFS or the LEA. In the event that this Agreement is determined to be invalid, it shall be terminated immediately, subject to processing data and matching fund requests for services provided prior to such termination. Should any portion or portions of the Agreement be found to be invalid, the said portion or portions shall not be construed to render the entire Agreement void but shall be severed from the Agreement upon such finding.

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4.06 Nothing contained herein serves to limit, alter, or amend either Party's duties, rights or responsibilities as set out in the applicable State and Federal statutes, laws, or regulations.

**ARTICLE V  
MISCELLANEOUS**

5.01 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties. Any changes amendment to this Agreement shall be subject to intergovernmental discussion and concurrence in writing, thereafter to be reduced to writing and incorporating this document by reference.

5.02 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

5.03 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of the payment of FFP for reimbursement of expenditures under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents relating to the delivery of care or service under this Agreement, and as further required by HFS and/or to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

5.04 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

5.05 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

5.06 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

5.07 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

5.08 Notices. All written notices, requests and communications may be made by regular mail, telefacsimile or electronic mail (email) to the addresses set forth below. Notices under Article V shall be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized

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overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. Either Party may at any time give notice in writing to the other Party of a change of name, regular mail or email address, telephone or telefacsimile number.

To HFS: Bureau of Program and Policy Coordination  
201 S. Grand Avenue East, 2nd Floor  
Springfield, IL 62763  
Telephone 217/ 782-3953  
Telefacsimile 217/ 524-2530  
Email HFS.SBHS@illinois.gov

To LEA: Insert LEA name, regular mail or email addresses, telephone and telefacsimile numbers from provider enrollment information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.09 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

\_\_\_\_\_  
LEA

**ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**

By \_\_\_\_\_

\_\_\_\_\_

Printed Name \_\_\_\_\_

Theresa Eagleson, HFS Director

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Title

Date:

Date:

National Provider Identification (NPI)

Region-County-District Code

**RESOLUTION**

WHEREAS, Section 5-1 of the Illinois School Code provides that each elementary school district and high school district that is subject to the authority and jurisdiction of the offices of the Township Treasurer and Trustees of Schools, which offices have been abolished by operation of this Section, shall appoint its own Treasurer, for a two year term beginning and ending on the first day of July, as provided by 105 ILCS 5/8-1(c) of the School Code; and

WHEREAS, the duties and obligations of the Treasurer are established and governed by the School Code and other Illinois statutory and regulatory authorities; and

WHEREAS, the individuals presented for appointment to the position of Treasurer and Assistant Treasurer of this School District meet the necessary qualifications for appointment to such positions;

NOW THEREFORE, BE IT RESOLVED by the Board of Education of School District 23, Cook County, Illinois, as follows:

Section 1. That the Board of Education hereby finds and determines that all of the recitals in the preambles to this Resolution are full, true, and correct and does hereby incorporate them into this Resolution by reference.

Section 2. That the Board of Education hereby appoints Amy McPartlin to the position of Treasurer of this School District for a term commencing on July 1, 2023, and ending on July 1, 2025, at a compensation of \$1.00 annually.

Section 3. That the Board of Education hereby appoints Timothy Keely and Miguel Vargas to the position of Assistant Treasurer of this School District for a term commencing on July 1, 2023, and ending on July 1, 2025, at a compensation of \$1.00 annually.

Section 4. That all other resolutions or parts of resolutions in conflict herewith be, and the same hereby are, repealed and this Resolution shall be in full force and effect immediately and forthwith upon passage.

Section 5. That the Treasurer shall make use of investments that are legal under the Illinois revised statutes (as listed in the procedural manual).

Section 6. That the Treasurer and Assistant Treasurer are authorized and the Board requests that they secure any surety and/or performance bonds as are necessary under the law, at the expense of the District.

Section 7. That monies of this unit of local government may be invested at the discretion of its Treasurer or those acting on behalf of the Treasurer through an approved intermediary on the attached Brokers/Dealers list.

Section 8. That the Treasurer and Assistant Treasurer are authorized to sign and approve all checks, electronic payments, and tax payments for this School District. Checks in excess of \$500,000 must be countersigned.

Section 9. That the Treasurer and Assistant Treasurer may sign any and all resolutions, agreements, and documents as are necessary to open any accounts as if they had been presented to the Board.

Section 10. That this resolution applies to the successors of the Treasurer and Assistant Treasurer, and in the situation of change of personnel, a new resolution need not be presented or posted.

ADOPTED upon the following vote:

AYES:

\_\_\_\_\_  
NAYES:

\_\_\_\_\_  
ABSENT:

\_\_\_\_\_  
President, Board of Education  
Prospect Heights School District 23

ATTEST: \_\_\_\_\_  
Secretary, Board of Education  
Prospect Heights School District 23

DATED:

**BROKERS/DEALERS**

To be used by Intergovernmental Agreement:

1. BMO Harris Bank, N.A.
2. Illinois School District Liquid Asset Fund Plus/PMA Financial Network, Inc./PMA Securities, Inc.
3. Illinois Trust/The PFM Group Financial & Investment Advisors/PFM Asset Management LLC
4. Wintrust Financial Corporation

**BANKS**

To be used by Intergovernmental Agreement:

1. BMO Harris Bank, N.A.
2. Illinois National Bank
3. JPMorgan Chase Bank, N.A.
4. Mount Prospect State Bank
5. Pan American Bank
6. U.S. Bancorp Fund Services, LLC/Illinois Funds
7. Village Bank & Trust
8. Fifth Third Securities/Fifth Third Bank
9. Old National Bank

\_\_\_\_\_  
President, Board of Education  
Prospect Heights School District 23

ATTEST: \_\_\_\_\_  
Secretary, Board of Education  
Prospect Heights School District 23

DATED:



**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23  
COOK COUNTY, ILLINOIS  
AND  
THE DAY GROUP  
FOR THE USE OF MACARTHUR MIDDLE SCHOOL**

THIS AGREEMENT is made and entered into on the dates hereinafter set forth by and between the Board of Education of Prospect Heights School District 23, Cook County, Illinois (“School District”) and the Devotional Associates of Yogeshwar, an Illinois Not-for Profit (“DAY”).

**WITNESSETH**

**WHEREAS**, the School District is the owner of a school building and ground commonly known and referred to as MacArthur Middle School, (the “School”), located at 710 N. Schoenbeck Road, Prospect Heights, Illinois; and

**WHEREAS**, the DAY desires to use portions of the Schools for purposes of holding Sunday educational spiritual activities; and

**WHEREAS**, the School District has determined that the DAY’s use of the School for Sunday educational spiritual activities on agreed upon dates and hours would not interfere with the School District’s delivery of educational services to its students and residents, and has further determined that such use may enhance delivery of such educational services to the community; and

**WHEREAS**, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the *Illinois School Code* (105 ILCS 5/10-22.10) to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

**WHEREAS**, the parties hereto have determined that it is in their respective best interests and the best interests of the residents of the School District to enter into this Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**I. TERM, PAYMENTS, & TERMINATION**

1.1 **Term** - The term of this Agreement shall be for a period of one (1) year, commencing on July 1,

2023, and continuing thereafter through June 30, 2024, unless terminated prior to that date, as provided in this Agreement.

- 1.2 **Rates** - On an annual basis, by June 1st of each year, the DAY will meet with the Director of Operations to determine calendar, and specific areas of use based on projected enrollment for the coming fiscal year. Rates will be in accordance with the School District's facility rental rates as shown in Exhibit A.
- 1.3 **Invoicing** - The DAY shall be invoiced by the School District on a monthly basis. Payment terms with the DAY shall be on a net ten day basis. Overdue payments may be subject to a \$150.00 late fee.
- 1.4 **Termination** - Each party reserves the right to terminate this Agreement upon ten (10) days advance written notice due to the breach by the other party of its obligations under this Agreement.
- 1.5 **Effect of Termination** - The termination of this Agreement shall not alleviate any responsibility to pay or make repairs occurring during the effective period of this Agreement.
- 1.6 **Condition of Property** - At the expiration of this Agreement, whether by lapse of time or otherwise, the DAY shall leave the School Properties in substantially the same condition, normal wear and tear attributable to the DAY's use excepted, as in existence at the time of the execution of this Agreement. To the extent the DAY does not meet this obligation, the School District may seek reimbursement for expenses incurred for any work necessary to restore the School to substantially the same condition as in existence at the time of the execution of this Agreement.
- 1.7 **Destruction of Property** - In the event any school or district property is damaged or destroyed such that occupancy and use of the school building is not possible or permitted, this Agreement shall terminate.

## **II. USE**

- 2.1 **Use** - Subject to the conditions set forth herein, the School District shall make available spaces for use located at MacArthur Middle School during the term of this Agreement and during times when there are no conflicting school sponsored activities. The School District will select the classrooms to be used and notify the DAY prior to the first use. The School District may redesignate the classrooms subject to this Agreement at any time. The DAY shall have a license to use the property only, and shall not have any right ownership or possessory rights of any kind or nature.
  - 2.1.1 **Kitchen Facilities** - DAY may not use the kitchen facilities at the schools except with the prior consent of the School District, and if it hires the services of the School District's food service provider to oversee the use of the kitchen. The provision of the School District's consent is at its sole discretion and is not subject to challenge.
  - 2.1.2 **Weather/Building Closures** - In the event of adverse weather conditions or conditions in the building, the School District may close the building and DAY may reschedule missed sessions to a mutually agreeable date and time.

- 2.2 **Priority of Use** - The School District shall have priority over the DAY in both scheduling and use of the School and in the actual use where circumstances unforeseen at the time of scheduling require School District use. The School District shall immediately notify the DAY upon first learning of circumstances which require scheduling changes and shall take reasonable steps to avoid conflicts, and shall attempt to provide alternative times or locations where possible. The DAY shall have priority over other activities not sponsored by the School District. The DAY shall immediately notify the School District of cancellation.
- 2.3 **Scheduling** - The Director of Operations and the Director of the DAY or his/her designee shall jointly establish the schedule of use by June 1st of each fiscal year, in accordance with the requirements of Section 2.1 above, and shall attach a copy of the schedule to this Agreement as Exhibit B. The District is closed and no facility usage is available on national holidays, Thanksgiving Break, Winter Break, or Spring Break.
- Day may cancel a scheduled usage without charge so long as DAY provides the School District with AT LEAST three (3) days advance notice of the scheduled usage OR due to snow/ice/inclement weather conditions by 7:00 am on the day of the scheduled usage.
- 2.4 **Appropriate Use** - The DAY will use those portions of the School for their reasonably intended uses. Operating procedures will be reviewed by the parties prior to the first use. The DAY agrees to comply with all School District policies in conducting its activities at the School.
- 2.5 **Storage** - The School District will accommodate the limited storage of the DAY property at the School in a location reasonably accessible to the DAY. The School District will not be liable for any loss of use of said property due to theft, damage, or destruction. The DAY shall be solely responsible for obtaining insurance protecting against the theft, damage, or destruction of its property, and waives any right of recovery against the School District.
- 2.6 **Non-DAY Activities** - The DAY may not rent or permit the use of the School for non-DAY activities during its scheduled usage time.
- 2.7 **Health and Safety Protocols** - All renters shall ensure their users adherence to all District health and safety protocols while on the premises and utilizing any District facility.

### III. MAINTENANCE

- 3.1 **Maintenance** - The School District shall be responsible for the day to day maintenance of the buildings and structures on the School. The DAY will render each portion of the School its uses to its original and broom clean condition after each use.
- 3.1.1 **Snow Removal** – The School District will be responsible for snow plowing when snow reaches a depth of one (1) inch or more. The School District custodian on duty will remove snow from the sidewalks in front of the school regardless of the amount of snowfall or depth.
- 3.2 **Custodial Maintenance** – In the event the DAY leaves a classroom in a condition that requires custodial maintenance in addition to the School District’s usual and customary custodial maintenance, the School District will notify the DAY and the DAY will pay to the School District the cost of such custodial maintenance, including the extra time for completion of cleaning at the

agreed upon rate as stated in Exhibit A to this Agreement.

- 3.3 **Construction and Renovation** - The DAY acknowledges that from time to time it may be necessary for the School District to undertake construction, renovation, or repair projects with respect to the School. In such cases where the construction, renovation, or repair is anticipated or not in response to an emergency, the School District shall consult with the DAY to minimize the interruption or impact on the DAY's use of the School. Where construction, renovation, or repair is in response to an emergency, the School District will make reasonable attempts to accommodate rescheduling or relocation of the DAY's activities.
- 3.4 **General Supervision** – The DAY shall provide supervision of all of its activities occurring at the School. The School District shall provide training to the DAY's employees regarding security procedures at the School.
- 3.5 **Exterior Door Supervision** - The DAY shall provide supervision at all entry and exit doors used for its purposes during arrival and dismissal times. At no time should exterior doors be propped open without proper supervision. Exterior doors should remain closed and locked outside of arrival and dismissal times.
- 3.6 **Classroom Supervision** - The DAY shall provide supervision of students while in classrooms and other spaces at all times.
- 3.7 **Classroom Supplies** - The DAY shall provide all necessary supplies required for the operation of its school curriculum. No District 23 classroom supplies should be used for such purposes.
- 3.8 **Classroom Furniture** - District 23 strongly prefers that the DAY not move any classroom furniture for its school curriculum. Should the DAY require any furniture to be moved, it is The School's responsibility to place furniture back in its original configuration.

#### IV. INSURANCE AND INDEMNIFICATION

- 4.1 **Insurance** - The DAY shall procure and maintain, at its sole cost and expense, policies of insurance covering its use of the School as provided in the Agreement, in reasonable and appropriate amounts to be agreed upon by the School District and the DAY as hereinafter provided, including comprehensive personal injury, property damage, workers' compensation, automobile liability and, if applicable, professional liability or errors and omissions coverage.
- 4.2 **Additional Insured** - The policies of insurance obtained and maintained by the DAY shall name the School District, its Board, Board members, and employees as additional insureds.
- 4.3 **Insurance Certificates** - All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by the DAY to the School District within ten (10) days of the

DAY's execution of this Agreement and before its use of the School. Said policies shall contain a provision that at least thirty (30) days prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification.

- 4.4 **Indemnification by DAY** – The DAY shall indemnify and hold harmless the School District, Board of Education, Board members, its officers, employees and agents for any costs, claims, actions or causes of action, including reasonable attorneys' fees, which may arise from The DAY's use of the building or from the DAY's obligations under this Agreement, except to the extent of the negligence, gross negligence, willful and wanton, or intentional misconduct of the School District, its Board of Education, Board members, officers, employees or agents.
- 4.6 **Incident Reports** - In the event of an incident involving injury to persons or property occurring during the DAY's use of the building, the DAY shall provide the School District with an incident report as soon thereafter as practicable.

## V. MISCELLANEOUS PROVISIONS

- 5.1 **Binding Effect** - This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.
- 5.2 **Assignment** - Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- 5.3 **Severability** - The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- 5.4 **Waiver** - Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. Waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.
- 5.5 **Notices** - All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other party's Superintendent or Director at the party's principal administrative offices. Notices which must be made regarding rescheduling activities or use should first be made by telephone or facsimile.

- 5.6 **Governing Law** - This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
- 5.7 **Attorneys' Fees** - In the event of litigation between the parties with respect to any matter related to this Agreement, each party shall bear the cost of its own attorneys' fees.
- 5.8 **Execution of Counterparts** - This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
- 5.9 **Amendment** - Except as specified herein, this Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of both parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit, however, the amendment or modification of regulations, procedures or policies established by the parties.

THIS AGREEMENT, for a period of one (1) year, commencing on July 1, 2023, and continuing thereafter through June 30, 2024, is hereby agreed to by the parties, as evidenced by signature of authorized representatives below.

## Exhibit A - Rental Rates

**Devotional Associates of Yogeshwar, The DAY Group (MacArthur Middle School)  
July 1, 2023 to June 30, 2024**

<b>Total Rooms Used</b>	<b>5 Classrooms and Little Theater</b>
<b>Total Rental Hours Per Use</b>	<b>3 Hours</b>
<b>Rental Rate Per Hour:</b>	<b>\$175.00</b>
<b>One Time Administration Fee per Year</b>	<b>\$25.00*</b>
<b>Total Cost per Rental</b>	<b>\$525.00</b>

**\*One Time Administration Fee Will Be Charged to First Rental**

Rental rates will be billed on a monthly basis.

EXHIBIT A, for the 2023-2024 School Year is hereby agreed to by the parties, as evidenced by signature of authorized representatives below.

BOARD OF EDUCATION OF  
PROSPECT HEIGHTS SCHOOL  
DISTRICT 23, Cook County, Illinois

THE DAY GROUP  
an Illinois not-for-profit

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

By: \_\_\_\_\_  
Its Duly Authorized Representative

Attest: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**COOPERATIVE AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23  
COOK COUNTY, ILLINOIS  
AND  
THE PROSPECT HEIGHTS PARK DISTRICT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of June 2023, by and between the BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23, Cook County, Illinois (“District 23”), and the PROSPECT HEIGHTS PARK DISTRICT (“Park District”):

**WITNESSETH:**

**WHEREAS**, it is in the best interest of the taxpayers of District 23 and the Park District that District 23 and the Park District enter into an intergovernmental Cooperation Agreement to save the taxpayers money by sharing the use of properties owned by District 23 and the Park District in an equitable manner so that the facilities of District 23 and the Park District may be utilized to their fullest capacity, avoiding duplication of construction and maintenance of facilities; and

**WHEREAS**, the legal authority for the parties to enter into this agreement is established by:

a.) Article VII, Section 10 of the Illinois Constitution, which provides as follows:

“Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contact and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and any other resources to pay costs and to service debt related to intergovernmental activities” and

b.) The Illinois Governmental Cooperation Act, (5 ILCS 220/1 et. seq.) which provides in part as follows:

“ Section 220/3. Intergovernmental Cooperation. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State and jointly with any other public agency of any other state or of the United States to the extent that the laws of such other State or of the United States does not prohibit joint exercise or enjoyment”

“Section 220/5. Intergovernmental Contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or

undertaking, which any of the public agencies entering into the contract is authorized by law to perform, provided that the governing body of each part of the contract shall authorize such contact. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and conditions contracted herein, the Park District and District 23 agree as follows:

- A. TERM OF AGREEMENT:** The term of this agreement shall be for three (3) years beginning on July 1, 2023 and ending June 30, 2026 except as earlier terminated in accordance herewith.
  
- B. USE OF PARK DISTRICT PROPERTY:** District 23 shall have the non-exclusive right to use the Park District properties, facilities and equipment identified on “Exhibit A” attached hereto (Park District Properties) for educational, recreational and related purposes at times when school is in daily session and for school programs (School Programs) including but not limited to after school athletic, noon hour, recess and PTO Programs at all times when the parks are open to the public. The Park District agrees to furnish District 23 each year with a schedule for the Park District’s recreational and other activities planned for the Park District’s properties as follows: on or before May 1 for the summer schedule, on or before August 1 for the fall schedule, on or before December 1 for the winter schedule, and on or before March 1 for the spring schedule.

District 23 shall have the first priority in the use of the Park District properties when the Park District pursuant to such schedule is not using them. District 23 agrees to furnish the Park District with a written, formal application for use of Park District properties. Application for fall and winter use must be submitted by July 1 of that year. Application for spring and summer use must be submitted by January 1 of that year. The Park District reserves the right to preempt the use of the Park District properties in order to perform lawn mowing and other maintenance functions which have been rescheduled due to weather conditions and/or availability of maintenance personnel and equipment and also for special activities, programs or events conducted on the Park District property, provided the Park District shall give District 23 ten (10) working days prior written notice of any such special activity, program or event except in the case of any emergency or unforeseen situation.

District 23 shall have the right to use the Park District’s recreational equipment, including, without limitation, playground equipment, backstops, tennis courts, backboards and goal posts. District 23 shall not be responsible for any portion of the costs of maintaining, repairing or replacing such equipment unless such costs result from damage caused by other than ordinary wear and tear while District 23 is utilizing the Park District property or equipment

District 23 shall not permit its employees, representatives, agents and invitees access to newly seeded fields or other unauthorized areas. District 23 shall be solely and fully responsible for the supervision of its employees, representatives, agents and invitees while on Park District properties during scheduled District 23 activities.

- C. USE OF DISTRICT 23 PROPERTY:** The Park District shall have the non-exclusive right to use for recreational and related purposes those certain areas and such other areas as may be permitted in writing by District 23 (“the school facilities”) located on certain District 23 real

estate (“District 23 Properties”), which school facilities and District 23 properties are identified in “Exhibit B” attached hereto.

The Park District shall have first priority in the use of such school facilities except when the facilities are being used by District 23 when school is in daily session or when they are being used for school programs. The Park District agrees to furnish District 23 with a written formal application via the agreed upon system for the use of the District 23 properties.

Application for fall and winter use must be submitted by July 1 of that year. Application for spring and summer use must be submitted by January 1 of that year. The School District reserves the right to preempt the Park District’s use of school facilities for special programs, activities, events, and maintenance functions during the evening hours and at times other than normal school hours, provided it gives the Park District ten (10) days prior written notice, except that such notice will not be required where the cancellation and rescheduling of interscholastic sports competitions are required or in emergency or unforeseen situations. The Park District shall have the right to use certain of District 23’s recreational equipment located in its school facilities. The Park District shall not be responsible for the cost of maintaining, repairing or replacing District 23’s property or equipment unless said property or equipment is damaged by other than ordinary wear and tear while the Park District, its employees or agents, program participants, its assignees or designees are utilizing said property or equipment, ordinary wear and tear excluded.

Park District summer programs can start no earlier than the day immediately after the last day of teacher attendance, provided there is space available at the District 23 locations. In addition, summer programs must end on or before July 31<sup>st</sup>, except for use of the multi-purpose room (i.e. gymnasium) and restrooms located nearest to that facility, for the purpose of permitting mandatory District maintenance and readying buildings for the start of the school year to be conducted.

**D. OBLIGATIONS OF THE PARTIES:** Neither the Park District nor District 23 shall permit their employees, representatives, agents or invitees to wander about in, or gain access to, unauthorized areas of the other party’s properties, provided that each District shall lock doors and/or provide barriers in corridors leading to such unauthorized areas. Each District shall be solely and fully responsible for this supervision of its own employees, representatives, agents and invitees while on the property of the other District.

Neither the Park District nor District 23 shall permit its employees, representatives, agents and invitees to bring alcoholic beverages, tobacco or cannabis products on the other District’s properties.

Neither the Park District nor District 23 shall permit their employees, representatives, agents or invitees to park any vehicle on the other District’s property except designated parking areas.

**E. MAINTENANCE OF PROPERTIES:**

1. The Park District shall maintain its facilities and properties, including playground equipment, backstops, tennis courts, backboards and goal posts in a reasonably safe and neat condition. The Park District shall be responsible for the ordinary and routine maintenance of its buildings and immediate grounds, parking lots and driveways, including all hand mowing responsibilities of or its grounds. District 23 understands that

the mowing of play fields is dependent on weather conditions and subject to availability of mechanical equipment.

2. The School District is responsible for daily cleaning of Eisenhower Elementary School classrooms and restrooms, or other portions of the facilities used, when the Park District uses the District 23 facility during regular hours. Should the Park District seek to utilize District 23 facilities after hours or during the weekends, when school is not in session, the Park District may be responsible for covering the costs of custodians brought in to clean the facilities following usage, at a cost of \$150/hour.
3. District 23 shall maintain its facilities and properties, including playground equipment, backstops, backboards in a reasonably safe and neat condition. District 23 shall be responsible for the ordinary and routine maintenance of its buildings and immediate grounds, parking lots and driveways, including all hand mowing responsibilities of its grounds. The Park District understands that the mowing of playing fields is dependent upon weather conditions and subject to availability of mechanical equipment.
4. Each party shall use the other party's property in a reasonably careful manner and return it to the other party in good condition, ordinary wear and tear accepted. Each party shall be responsible for the removal of all litter and debris (i.e., cans, bottles, etc.) from the other's property resulting from and immediately following said party's use of it. Each party shall be responsible for and pay the other additional janitorial costs (i.e., costs other than those to be assumed by a part under Section H, 1 and 2) and other costs incurred as a result of said party's use of the others property, including but not limited to costs incurred for the removal of debris and little accumulated during programs sponsored by said party.

**F. INDEMNIFICATION, LIABILITY AND INSURANCE:**

1. The Park District shall indemnify and forever hold harmless District 23, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs, and expenses for any nature whatsoever, including reasonable attorney's fees for the defense thereof, arising from or in connection with the Park District's use of District 23 properties; except to the extent caused by any negligent act or omission of any party being indemnified.
2. District 23 shall indemnify and forever hold harmless the Park District, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs and expenses for any nature whatsoever, including reasonable attorney's fees for the defense thereof, arising from or in connection with the District 23's use of the Park District properties; except to the extent caused by any negligent act or omission of any party being indemnified.
3. The Park District, at its sole cost and expense at all times during the term of this Agreement, shall cause District 23 to be named as an additional insured on the Park District's comprehensive general public liability insurance policy shall not be less than Two Million Dollars (\$2,000,000) for injury or death of a single person and not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death. Property damage insurance shall not be less than Two Million Dollars (\$2,000,000). Such proof of insurance shall be required no later than January 1 of each year in this Agreement.
4. District 23, at its sole cost and expenses at all times during the term of this Agreement, shall cause the Park District to be named as an additional insured on District 23's

comprehensive general public liability insurance policy. Said general public liability insurance shall not be less than Two Million Dollars (\$2,000,000) for injury or death of a single person and not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death. Property damage insurance shall not be less than Two Million Dollars (\$2,000,000). Such proof of insurance shall be required no later than January 1 of each year in this Agreement.

5. All policies shall provide that they shall not be canceled or altered except upon ten (10) working days prior written notice to the additional insured party. Each party shall provide the other with copies of such insurance policies.

**G. ALTERATIONS:** The Park District shall not make any alterations or additions to the School District premises without the School District's prior written consent. The School District shall not unreasonably withhold approval of any non-structural alterations in and additions to the School District premises requested by the Park District. Likewise, the School District shall not make any alterations in or additions to the Park District premises without the Park District's prior written consent. The Park District shall not unreasonably withhold approval of any nonstructural alterations in and additions to the Park District Premises requested by District 23.

**H. EARLY TERMINATION:**

1. This Agreement may be terminated by either party upon one hundred eighty (180) days prior written notice to the other.
2. At the termination of this Agreement, the Park District shall be entitled to remove in a reasonable length of time any baseball backstops, fences gymnastics equipment, swings and other outdoor play equipment which it owns and has caused to be installed on the premises, pursuant to Section G, provided that the area upon which such items have been installed shall be returned to the School District in the same condition as existed prior to the installation of (said) equipment.

**I. FEES AND SERVICES:** During the term of this Agreement and any extended term hereof:

1. District 23 shall pay fees to the Park District as follows: All additional janitorial and other costs under Section E.2 and any other costs for personnel and services incurred by the Park District and resulting from District 23's use of the Park District properties. All amounts will be paid within forty-five (45) days following billing.
2. The Park District shall pay fees or provide services to District 23 as follows:
  - a. Additional janitorial and other costs under Section E.3 and any costs for personnel and services above those costs normally and ordinarily incurred by District 23 and resulting from the Park District's use of the District 23 properties. An additional fee for the opening and closing of schools on days and or at times when a regularly scheduled janitor is not on duty or assigned to the building/facility being used, which fee shall be for a minimum two (2) hour rate; at least a one-hour rate for opening time and at least a one-hour rate for closing time based upon the requirements of the District collective bargaining agreement with its janitors. Overtime for the opening of school, closing of school and time for which the janitor must be in or at the facility pursuant to this section shall be paid at that rate required by the District collective

bargaining agreement with its janitors. All amounts will be paid within forty-five (45) days following billing.

- b. For the use of District 23 facilities, and to reimburse District 23 for all indirect costs, Three Thousand Dollars (\$3,000) per year beginning on the date hereof and on each anniversary date hereafter.
3. The Park District shall mow the grass on the east side of the Eisenhower school site. Said mowing will not include trimming around school or playground equipment not purchased and maintained by the Park District.
4. It is understood and agreed that all inhabitants who reside within School District 23 boundaries shall be entitled to participate in any and all programs and Park District facilities listed on "Exhibit A", under the same terms and conditions as such rights are extended to inhabitants of the Park District. In the event, such participation or use requires the payment of any fee or charge, the inhabitants of School District 23 who reside outside of the Park District boundaries shall be required to pay no greater fee or charge than inhabitants of the Park District.
5. The Park District shall provide use of the Old Orchard Country Club as a staging area for District 23 students in an event of an emergency where the students must be evacuated from the school facilities.

**J. NOTICES:** All notices shall be in writing, except as otherwise provided herein and mailed with postage prepaid, or hand delivered to the individuals and at the address indicated below:

If to District 23:

Prospect Heights School District 23  
ATTN: Assistant Superintendent of Finance & Operations  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070

If to Park District:

Prospect Heights Park District  
ATTN: Executive Director  
110 W. Camp McDonald Road  
Prospect Heights, IL 60070

or to such other individuals or addresses as the parties may designate in writing.

**K. MISCELLANEOUS:**

1. This Agreement shall be binding upon the parties, their successors, and permitted assignees. This Agreement shall not be modified or amended except by written instrument signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
2. This Agreement shall in no way restrict or abridge the right of the School District to close any one of its schools, and to sell or rent the buildings at the school location. Upon the sale or rental of any school properties or buildings, this Agreement may be null and void

as to the school property or building and at the discretion of either of the parties hereto, the entire Agreement may be terminated upon 180 days written notice and that the annual payment which had been made shall be prorated as of the last day that this Agreement shall be in binding effect and the balance shall be repaid to the other party.

3. The Park District and School District 23 shall at all times provide its own consumable equipment for its programs unless otherwise specifically agreed to the contrary in writing.

**L. ADDITIONAL PROPERTY:** The parties may, by mutual agreement, add additional properties to Exhibit A and B of this Agreement.

**M. NO THIRD-PARTY BENEFICIARY:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS, WHEREOF, the parties have duly caused this Agreement to be executed on the day and year first above written.

Prospect Heights Park District  
110 W. Camp McDonald Road  
Prospect Heights, IL 60070

Prospect Heights School District 23  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070

BY:

BY:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**PARK DISTRICT PROPERTIES & FACILITIES**

**Property:** Lions Park Baseball Field  
Tennis Courts  
Picnic Shelter  
Playground

**Facilities:** Old Orchard Golf Course  
Gary Morava Recreation Center (Gymnasium & Multi-Purpose Rooms)  
Lions Pool

**EXHIBIT B**  
**DISTRICT 23 PROPERTIES & FACILITIES**

**Property:** Eisenhower Baseball Diamond

**Facilities:** Eisenhower Elementary School Gymnasium  
Eisenhower Elementary School Classrooms

**Property:** Lou Johnson Field at Betsy Ross Elementary School (aka Phantom's Field)

**Facilities:** MacArthur Middle School Gymnasium  
MacArthur Middle School Little Theater