

PROSPECT HEIGHTS SCHOOL DISTRICT 23
DISTRICT 23 FINANCE COMMITTEE MEETING
TUESDAY, AUGUST 4, 2026
GRODSKY ADMINISTRATION BUILDING
700 N SCHOENBECK RD
PROSPECT HEIGHTS, IL 60070 at 6:00 PM

Engage ALL students in experiences that inspire EACH to grow as learners, individuals, and community members.

AGENDA

I. Call to Order

II. Discussion Items

A. Discussion of Potential Referendum Options

B. Review of FY27 Tentative Budget

Amy will provide an overview of the FY27 Tentative Budget. While the budget is still in development, we will plan to provide a copy of the document at Tuesday's meeting.

C. Update on Unpaid Fees and Collection Efforts

There are approximately 40 students that currently have unpaid registration, activity and lunch fees in excess of \$100, totaling approximately \$19,300. These families will be sent to collection in order to recover these funds within the next week.

D. Extension of the IGA with Prospect Heights Park District

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We would like to renew the IGE with the Prospect Heights Park District for the mutual usage of our facilities. Minimal changes have been made to the existing agreement and the preliminary agreement was approved by the PHPD Board this week.

E. Updated Facility Rental Rates for 2026-27

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Last updated in 2024, we have revised the current rental fees for the 2026-27 school year.

F. Marathi Rental Agreement - 1 Year Contract

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During the 2025-26 school year, we became acquainted with a new renter, the Maharashtra Mandal Chicago (MMC) (Marathi Group). They were a terrific renter, and expressed an interest in coming back for the 2026-27 school year. We are recommending a one year contract for this organization for their use of classrooms at MacArthur.

G. Custodial Services Update - ABM

Amy will provide an update on custodial services received to date from ABM and discuss a plan for a parallel process as we move forward into negotiations with SEIU.

H. Discussion of Remaining Project Contingencies — MacArthur Windows & Siding

We will discuss the remaining contingencies in the MacArthur Windows & Siding Project. There are a few projects that still remain that we would like to accomplish, pending funds availability.

III. New Business - Optional Tour of Facilities

IV. Adjournment

DISTRICT ORGANIZATIONAL GOALS

- **Student Success:** Ensure ALL students are well rounded and emotionally and academically prepared for success in high school.
- **Teaching, Learning, and Innovation:** Encourage a learning environment that emphasizes excellence and retains high quality staff.
- **Family and Community Partnership:** Actively engage and communicate with all families to foster collaborative relationships that benefit student learning and understanding of district priorities. 1
- **Facilities & Financial Planning:** Advance effective use of resources to support safe, learner ready facilities and to maximize student learning.



**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 1st day of July 2026, 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, 2026 and ending June 30, 2029 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. Ideally, all requests for fall and winter use must be submitted by July 1 of that year. Requests 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.

Ideally, the request for fall and winter use must be submitted by July 1 of that year. Requests 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 31st, 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, without pre-approval.

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.
 - c. District 23 shall provide building access cards to Park District staff as requested.
 - d. Additionally, District 23 shall provide access a guest network in accordance with the District 23 technology policy, while operating programs within the school properties
- 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 bringing 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:

President

Secretary

BY:

President

Secretary

EXHIBIT A

PARK DISTRICT PROPERTIES & FACILITIES

Property: Lions Park Baseball Field
Picnic Shelter
Playground

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

EXHIBIT B

DISTRICT 23 PROPERTIES & FACILITIES

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

PROSPECT HEIGHTS SCHOOL DISTRICT 23 FACILITY USE FEE SCHEDULE				TIER 1	TIER 2	TIER 3	TIER 4
				D23 SCHOOL GROUP	IGA OR CONTRACT BASIS	COMMUNITY GROUPS, NON FOR PROFIT AGENCIES, PRIVATE COMMUNITY ORGANIZATIONS, WHERE MAJORITY OF PARTICIPANTS ARE D23 STUDENTS, PARENTS, OR COMMUNITY MEMBERS	ALL OTHER GROUPS/PRIVATE ORGANIZATIONS
UPDATED JULY 2026							
DIRECT COSTS							
	ADMINISTRATION FEE			NO CHARGE	PER AGREEMENT	NO CHARGE	\$25.00 / YEAR
	BUILDING MANAGEMENT FEE	WEEKDAYS**	4:00 PM-10:00 PM	NO CHARGE	PER AGREEMENT	NO CHARGE	\$35.00 / HR
	BUILDING MANAGEMENT FEE*	WEEKENDS**	7:00 AM-7:00 PM	NO CHARGE	PER AGREEMENT	\$50.00 / HR	\$50.00 / HR
	DAMAGES TO FACILITY			NO CHARGE	REPLACEMENT COST	REPLACEMENT COST	REPLACEMENT COST
INDIRECT COSTS							
ANNE SULLIVAN	CONFERENCE - ROOM 140			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
	MEDIA CENTER - ROOM 112			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$50.00 / HR
	STAFF LOUNGE ROOM 224			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
	CLASSROOM			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
BETSY ROSS	GYM			NO CHARGE	PER AGREEMENT	\$75.00 / HR	\$100.00 / HR
	MEDIA CENTER - ROOM 303			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$50.00 / HR
	STAFF LOUNGE - ROOM 300			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
	CLASSROOM			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
EISENHOWER	MPR - ROOM 208			NO CHARGE	PER AGREEMENT	\$50.00 / HR	\$75.00/ HR
	MEDIA CENTER - ROOM 115			NO CHARGE	PER AGREEMENT	\$40.00 / HR	\$50.00 / HR
	STAFF LOUNGE - ROOM 206			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
	CLASSROOM			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
DOUGLAS MACARTHUR	CAFETERIA - ROOM 600			NO CHARGE	PER AGREEMENT	\$50.00 / HR	\$75.00 / HR
	BAND - ROOM 305			NO CHARGE	PER AGREEMENT	\$40.00 / HR	\$50.00 / HR
	MUSIC - ROOM 308			NO CHARGE	PER AGREEMENT	\$40.00 / HR	\$50.00 / HR
	ORCHESTRA - ROOM 307			NO CHARGE	PER AGREEMENT	\$40.00 / HR	\$50.00 / HR
	STAFF LOUNGE - ROOM 107			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
	CONFERENCE ROOM - ROOM 109			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
	GYM			NO CHARGE	PER AGREEMENT	\$75.00 / HR	\$100.00 / HR
	LITTLE THEATRE/STAGE			NO CHARGE	PER AGREEMENT	\$75.00 / HR	\$100.00 / HR
	STAGE LIGHTING AND/OR AV EQUIPMENT			NO CHARGE	NOT AVAILABLE	NOT AVAILABLE	NOT AVAILABLE
	MEDIA CENTER - ROOM 112			NO CHARGE	PER AGREEMENT	\$40.00 / HR	\$50.00 / HR
	CLASSROOM			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR
GRODSKY ADMIN.	BOARD ROOM			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$40.00 / HR

*4 HOUR MINIMUM

**DURING SCHOOL CALENDAR YEAR ONLY



**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23
COOK COUNTY, ILLINOIS
AND
THE MARATHI 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 Marathi Group (the “Group”), an Illinois Not-for Profit.

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 Group desires to use portions of the Schools for purposes of holding SunGroup educational spiritual activities; and

WHEREAS, the School District has determined that the Group’s use of the School for SunGroup 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

AUGUST 15, 2026, unless terminated prior to that date, as provided in this Agreement. The agreement may be renewed annually, upon mutual agreement.

- 1.2 **Rates** - On an annual basis, by June 1st of each year, the Group 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 Group shall be invoiced by the School District on a monthly basis. Payment terms with the Group shall be on a net ten Group 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) Groups 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 Group shall leave the School Properties in substantially the same condition, normal wear and tear attributable to the Group's use excepted, as in existence at the time of the execution of this Agreement. To the extent the Group 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 Group prior to the first use. The School District may redesignate the classrooms subject to this Agreement at any time. The Group 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** - Group 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 Group may reschedule missed sessions to a mutually agreeable date and time.

- 2.2 **Priority of Use** - The School District shall have priority over the Group 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 Group 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 Group shall have priority over other activities not sponsored by the School District. The Group shall immediately notify the School District of cancellation.
- 2.3 **Scheduling** - The Director of Operations and the Director of the Group 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.
- Group may cancel a scheduled usage without charge so long as Group provides the School District with AT LEAST three (3) Groups advance notice of the scheduled usage OR due to snow/ice/inclement weather conditions by 7:00 am on the Group of the scheduled usage.
- 2.4 **Appropriate Use** - The Group 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 Group 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 Group property at the School in a location reasonably accessible to the Group. The School District will not be liable for any loss of use of said property due to theft, damage, or destruction. The Group 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-Group Activities** - The Group may not rent or permit the use of the School for non-Group 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 Group to Group maintenance of the buildings and structures on the School. The Group 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 Group 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 Group and the Group 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 Group 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 Group to minimize the interruption or impact on the Group'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 Group's activities.
- 3.4 **General Supervision** – The Group shall provide supervision of all of its activities occurring at the School. The School District shall provide training to the Group's employees regarding security procedures at the School.
- 3.5 **Exterior Door Supervision** - The Group 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 Group shall provide supervision of students while in classrooms and other spaces at all times.
- 3.7 **Classroom Supplies** - The Group 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 Group not move any classroom furniture for its school curriculum. Should the Group require any furniture to be moved, it is the Group's responsibility to place furniture back in its original configuration.

IV. INSURANCE AND INDEMNIFICATION

- 4.1 **Insurance** - The Group 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 Group 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 Group 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 Group to the School District within ten (10) Groups of the Group's execution of this Agreement and before its use of the School. Said policies shall

contain a provision that at least thirty (30) Groups prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification.

- 4.4 **Indemnification by Group** – The Group 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 Group’s use of the building or from the Group’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 Group’s use of the building, the Group 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 AUGUST 15, 2026, 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 Marathi Group,
an Illinois not-for-profit

By: _____
President

By: _____
Its Duly Authorized Representative

Attest: _____
Secretary

Dated: _____

Dated: _____



Exhibit A - Rental Rates

The Marathi Group MacArthur Middle School September 1, 2026 to June 30, 2027

Renter Classification:	Tier 3
Total Rooms Used:	6 Classrooms
Total Rental Hours Per Use:	3 Hours*
Rental Rate Per Hour:	\$ 30.00 /Classroom
Building Management Fee Per Hour:	\$ 50.00
Total Weekly Anticipated Amount Due	\$690.00 /Based on 6 Classrooms

***The District reserves the right to adjust the monthly fees based on actual usage.**

Rental rates will be billed on a monthly basis.

EXHIBIT A, for the term of this contract 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 Marathi Group
an Illinois not-for-profit

By: _____
President

By: _____
Its Duly Authorized Representative

Attest: _____
Secretary

Dated: _____

Dated: _____

