

OAK PARK AND RIVER FOREST HIGH SCHOOL

201 NORTH SCOVILLE AVENUE □ OAK PARK, IL 60302-2296

Date: May 24, 2018
To: Board of Education
From: Dr. Joylynn Pruitt-Adams
Subject: Addendum #3 to Space Sharing Agreement with the River Forest Community Center

BACKGROUND

In May of 2008 Oak Park and River Forest High School District 200 entered into an Intergovernmental Agreement for Space Sharing with the River Forest Community Center. The initial agreement was that the Community Center would operate a child care day center at the School District campus. The agreement has grown over the ten years to include the District operating its Cite I, II, and III programs at the Community Center.

SUMMARY OF FINDINGS

Additional language has been developed for the space sharing agreement currently in place with RFCC to better meet the needs of both organizations.

RECOMMENDATION

It is recommended that the Board of Education approve Addendum #3 of the Space Sharing Agreement with the River Forest Community Center for 2018 – 2022.

Strategic Plan: Goal 3 Supportive Learning Environment

Board Goals:

District Policy: 1:20

AREA (708) 383-0700

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EXHIBIT A
(Child Care Services Agreement)

This Child Care Services Agreement (“Care Agreement”) is made by and between the Board of Education of Oak Park River Forest High School District 200 (“School District”) and the River Forest Community Center (“Community Center”) by and for the mutual benefits and promises set forth below:

WHEREAS, the School District is a unit of local government established and governed by the Illinois School Code 105 ILCS 5/1-1, *et seq.*, and the Community Center is an Illinois not-for-profit corporation organized for the purpose of providing services to the residents of the Township of River Forest; and

WHEREAS, both the School District and the Community Center are empowered to agree and to cooperate and to enter into contracts for services; and

WHEREAS, the Illinois School Code authorizes the School District to enter into an agreement for the purpose of providing services to individuals who reside within the jurisdictional boundaries of the School District or are employed by the school district; and

WHEREAS, the governing Boards of the School District and Community Center have entered into agreements since 2008 and have determined that it is in their respective best interests to continue this relationship and enter into an agreement to provide for child care services as provided herein,

NOW THEREFORE, Oak Park River Forest High School District 200 and the Community Center of River Forest agree as follows:

1. The Community Center shall operate a child day care facility on the campus of the School District. The Community Center shall provide these services to the staff and students of the School District on an established priority basis. The priority shall be as follows:

- a. Oak Park River Forest High School District 200 teen parents.
- b. Oak Park River Forest High School District 200 staff.
- c. Residents of the School District and the Township of River Forest.
- d. All other interested parties.

The parties agree that priority is given to full time participants; with consideration given to extenuating circumstances. Weekly rates charged for child care are based on full-time attendance and shall be as follows for the year commencing July 1,2018 :

<i>2018-2019</i>	
<i>Infants</i>	\$305.00
<i>Toddlers/Two Year olds</i>	\$295.00
<i>Preschool</i>	\$250.00

(per 5-day week)

The Community Center shall not increase the above rates by more than 3% per year without the express written agreement of the School District. For purposes of this paragraph, a “year” shall end on June 30 and begin on July 1st of each calendar year. However, should the Community Center and the Board of Education mutually agree to extend the hours of service, a commensurate increase (as determined by the Community Center) in the fee structure will be deemed appropriate. At times and at its sole discretion, the Community Center may accept the enrollment of participants on a part-time basis. Part-time enrollment is subject to availability and the Community Center shall be permitted to establish a separate fee schedule for part-time enrollees.

2. The Community Center shall be entitled to occupy certain areas of the School District campus on a weekly basis under the stated conditions and subject to the floor plan diagram which is attached hereto and made a part hereof as Exhibit 1. This diagram shall control all space designations described below, which shall be referred to hereinafter as the “Premises.” All use of the Premises shall be subject to the general rules and regulations applicable to all occupants of School District property.

3. The Community Center shall be entitled to full use and possession of the Premises during all week days, Monday through Friday, from 6:00 a.m. to 6:00 p.m. all months of the year.

4. The Community Center shall fingerprint and subject prospective employees of the child care program to criminal background checks, which shall be completed prior to the first day of employment. The Community Center shall not send to the School any employee or agent who would be prohibited from being employed by the School District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Additionally, at least quarterly, the Community Center shall check if an employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. It is the responsibility of the site director of the Community Center to provide the names of all employees to the School District, who will then issue identification cards, keys, security access control cards and parking permits to the Community Center employees.

In the event the Community Center fails to comply with the provisions of this Section and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted for harm caused by an employee, agent, or representative of the Community Center, the Community Center agrees to fully defend and indemnify the School District against any such claims, including but not limited to reimbursement of attorney's fees and costs incurred by the School District in defending the suit or claim or awarded to the person or entity bringing the suit or claim against the School District.

5. The Community Center shall provide a full time site director for the program. The site director shall be responsible for all aspects of the program including compliance with local, state and federal regulations and shall serve as a liaison between the Community Center and the School District for purposes of the child care program. The site director shall also familiarize himself/herself with the rules and regulations of the School District and shall ensure that the Community Center program abides by those rules. The site director may promulgate rules for the child care program that are not in conflict with those of the School District. The site director shall

forward any Community Center rules or policies to the School District at the notice location referenced below.

6. At a minimum the child care center shall be operational between the hours of 7:00 a.m. and 5:00 p.m. during the school year. In no event shall the Community Center operate its child care program before 6:00 a.m. nor after 6:00 p.m., unless mutually agreed to by both the School District and Community Center. The Community Center may remain open after 6:00 p.m. if necessary to ensure the safety of children whose parents are late picking them up. Additionally, since it is anticipated that a number of program participants will also be children of School District employees, the Community Center will be permitted to operate an extended child care program during the evenings of School District sponsored activities including, but not limited to, Parent Open House, Parent/Teacher conferences, etc.

7. The Community Center acknowledges that the School District has installed fixtures and provided property for use on the Premises for the child care program. All fixtures located on the Premises installed or purchased by the Community Center shall belong to the School District at the expiration and termination of this Agreement. It is expressly understood by both parties that the School District retains ownership of these fixtures. The School District shall repair or replace, at its option, any fixture that is damaged as a result of use by the Community Center and the Community Center shall be responsible for the cost of said repair/replacement. The Community Center agrees to keep the fixtures and property owned by the School District in good condition subject to normal wear and tear. Likewise, the Community Center may purchase non-fixture items of property that will be located on the premises. This property shall remain the property of the Community Center and may be removed from the premises at the conclusion of this Agreement. In the event that improvements must be made pursuant to law to the Premises, the parties shall equally bear the costs of such improvements. However, prior to any expenditure of funds, the Community Center and the School District shall mutually agree upon the modifications to be made and the costs of such modifications. If the Community Center desires to install improvements that

are not legally required, it shall first obtain the consent of the School District. If the School District consents, the Community Center shall be responsible for all costs related to the improvements. If the School District desires to install improvements that are not legally required, it shall first notify the Community Center and the School District shall be responsible for all costs related to the improvements.

Included in the use and occupancy of the Premises shall be access to the telephone and internet systems of the School District. The School District shall provide the Community Center with a direct dial telephone line. Use of such line shall be ordinary and reasonable. At the sole discretion of the School District, if it is determined that such use of the provided service is not ordinary and reasonable, the School District may modify the use or require the Community Center to be liable for any toll calls or additional expenses beyond basic connection fees for the telephone and internet service. The Community Center agrees to abide by the School District rules related to internet and telephone use. Nothing in this paragraph shall be interpreted to suggest that the School District shall be liable for temporary failure to provide the aforementioned services due to circumstances beyond the control of the School District.

8. The Community Center shall operate the child care facility in compliance with all federal statutes, statutes and administrative rules of the State of Illinois, any requirements of the Village of Oak Park and Township of Oak Park, and all School District policies.

9. Security for public entry into the child care program shall meet or exceed the security requirements for entry onto general School District property.

10. Personnel/employees of the Community Center, who serve as staff of the child care center, shall provide parent training for the School District staff and students, in compliance with the requirements of the 0-3 Early Childhood Grant. The School District shall appoint a liaison to work with and communicate with the Community Center site director regarding accessibility to the premises for scheduling educational training. Said liaison shall also provide required

information to the site director of the Community Center regarding the requirements of any grant that the School District needs assistance from the Community Center to obtain.

11. The School District recognizes the benefits of the services provided by the Community Center for child care for its students and staff. The School District agrees to reimburse the Community Center an amount equal to the grant revenue specifically attributable to the child care program upon receipt of the grant funds. These grant funds shall be the only payment payable by either party. The Community Center may explore other grants and available methods for contributing to the funding necessary to operate the program provided. Should the Community Center or School District receive any grants specifically related to the continuing operation of the child care program, it is agreed by both parties that the proceeds of those grants shall be the exclusive property of the Community Center. The parties expressly agree that the Community Center may collect Teen Age Parent Program (TAPP) Funding for the School District's teen parents, whose children are enrolled in the child care program. The parties shall cooperate with each other in identifying and applying for any other grant opportunities to assist in funding the teen parent child care program.

12. The Community Center shall allow access to the child care program and shall cooperate with the School District to allow students in the District's Child Development classes to observe and interact with the children in the child care program; while supervised by an educator or a member of the staff of the School District and only while so supervised. All students in the Child Development program must comply with the requirements set forth by DCFS in order to observe and interact with participants in the child care program. Should this access disturb the care given to children in the program, the parties shall meet to discuss potential solutions to the issues that have arisen. The School District shall be given an opportunity to remedy any concerns related to this access. If the concerns cannot be satisfactorily remedied then the Community Center's obligation under this paragraph may be terminated if a material number, more than 20%, of parents' object to this aspect of the program.

13. As part of this agreement to share space, the Community Center agrees to permit the School District to occupy space in the River Forest Community Center for operation of the Student CITE I, CITE II, and CITE III Programs with accommodations as necessary to support the Summer Camp programs of the Community Center. The Student CITE Programs shall be operated by the School District from the third week of August through the end of the school year. For the administration of the CITE programs, the School District shall occupy that part of the Community Center as delineated on Exhibit 2 and Exhibit 3, attached hereto and made a part hereof, with the accommodation exception as noted with the Summer Camp program. In addition to access to the Premises as delineated in Exhibit 2 and Exhibit 3, the School District is permitted to park not more than three motor vehicles as used in the CITE Programs in the parking lot of the Community Center without restriction as to day or time. The School District shall provide, on an annual basis and prior to the third week of August, a list of days and time that the School District expects to use the premises.

The Community Center additionally agrees to allow access to the Center's facilities that are not contained within the premises as delineated under Exhibit 2 and Exhibit 3 including, but not limited to, the kitchen, fitness center, dance room, washing machines, and other areas as agreed between the parties and subject to scheduling with priorities to be determined by the Executive Director of the Community Center. Included in the use and occupancy of the premises shall be access to the telephone and internet systems of the Community Center. The Community Center shall provide the School District with a direct dial telephone line. Use of such line shall be ordinary and reasonable. At the sole discretion of the Community Center, if it is determined that such use of the provided telephone service is not ordinary and reasonable, the Community Center may modify the use or require the School District to be liable for any toll calls or additional expenses beyond basic connection fees for telephone and internet services. The School District agrees to abide by the Community Center rules related to internet use. Nothing in this paragraph shall be

interpreted to suggest that the Community Center shall have any liability whatsoever for the failure of the telephone and internet systems.

The parties agree to cooperate with each other to utilize students in the CITE Programs for job training experiences where permissible including, but not limited to class room assistants, clerical, food preparation, janitorial, or other appropriate and agreed upon tasks. CITE program staff are to coordinate and receive approval for the placement of all job training candidates with the RFCC Early Childhood Director prior to the assignment of job responsibilities.

15. The School District and Community Center shall jointly endeavor to maintain each facility in a clean and neat condition with floors, walls, windows, doors, roof and mechanical systems in good working condition. Each party shall also ensure the utility services for water, gas, electric, and scavenger shall continue without interruption. Each shall treat the other's facilities with due care and respect and shall be responsible to repair damage caused by any staff persons or other invitee that occurs as a result of the School District's or Community Center's use; reasonable wear and tear accepted. If the party responsible for repairing and paying for the repairs does not repair such damage within 14 days after receiving written notice from the non-responsible party, or such lesser time if the non-responsible party determines the damage creates an emergency situation, the non-responsible party may repair the damage and the responsible party shall reimburse the non-responsible party for the costs the non-responsible incurs within 14 days after the non-responsible party provides a written invoice to the responsible party.

Each party jointly agrees to keep the premises in good repair, replacing broken glass and replacing any damage to plumbing fixtures and shall keep the premises in a clean and healthful condition according to the municipal ordinances and direction of the proper public officials during the term of this Agreement at each parties' respective expense (School District shall maintain School District premises and Community Center shall maintain Community Center premises accordingly). If either party is required to make routine repairs in order to maintain or otherwise

restore the premises to its present condition, then the occupant of those premises shall be liable to reimburse the owner for any related expenses, including, but not limited to, reasonable labor and materials expended. Each party shall provide its own janitorial services for its own building. Each party shall be responsible for cleaning the premises efficiently to prevent any infestation of insects or rodents caused by its occupancy.

15. All decorations, additions, and improvements made by either party shall be with the express agreement of the party that owns the building. Any work performed on or to either premises shall comply with all requirements of any federal, state, or municipal authority with jurisdiction including the Department of Child and Family Services (DCFS). Neither party shall permit mechanics liens or other liens to be placed on the facility during the term of this Agreement. In the event of any mechanic's lien being placed on the property, the owner or occupant responsible for making the applicable repairs or modification shall be responsible for paying the amount secured by such lien (or in the cases where renovation costs are to be shared 50/50, such lien expenses shall also be shared 50/50).

16. If during the term of this Agreement either facility is so injured by fire, explosion, or casualty as to prevent occupancy, unless said injury can be repaired within 60 days thereafter; either party may cancel this Agreement. In which case, the grant receipts shall be apportioned and paid to the day of such fire, explosion, or other casualty and the parties agree to make all efforts to transfer the child care program or CITE Programs to another location and shall jointly accommodate the program.

17. The parties shall jointly carry the following insurance policies from an insurance company satisfactory to the other, which policies, where authorized, shall name the other party, its Board members, agents, and employees as an additional insured and shall name the other party as a loss payee as their interests may appear:

- a. Comprehensive general liability insurance for injury or death of any person without any deductible amount and with initial limits of \$1,000,000.00 per

occurrence and \$2,000,000.00 general aggregate limit. This coverage shall include sexual abuse coverage.

b. Fire legal liability insurance without any deductible amount in an initial amount of not less than \$500,000.00 for damage to property and the insured's contents within the building.

c. Umbrella liability coverage, \$1,000,000 per occurrence and \$1,000,000 general aggregate;

d. Workers compensation insurance, E.L. each accident not less than \$1,000,000, E.L. disease per employee not less than \$1,000,000, and E.L. disease policy limit of \$1,000,000.

e. Automobile insurance in an initial amount of not less than \$1,000,000 combined single limit.

f. The carriers shall be rated by A.M. Best with a rating no lower than A-7.

g. Each insurance policy shall not be subject to cancellation, termination, or change except at least after 30 days' prior written notice to all insureds.

h. The policies or duly executed certificates for the policies, together with satisfactory evidence of payment of the premiums thereof, shall be exchanged between the parties prior to the occupancy of the respective premises.

i. Each party shall be solely responsible for the costs of their own insurance coverage.

j. Each party is responsible to insure their own contents at each site.

18. The School District and the Community Center each agree to mutually indemnify, defend, and hold harmless the other party and their respective board members, employees, and agents from all claims, causes of action, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of the acts or omissions of the indemnifying party. Each party has the responsibility to

notify the other if the occupant is aware of a hazard that could cause injury to the employees, agents, or invitees of the occupant. A failure to notify the owner shall result in a cancellation of this indemnification provision.

19. The School District and Community Center acknowledge security measures are in place for the benefit and protection of staff, participants and users of each respective facility and staff members or participants of each party can be issued security credentials, identification badges, keys and/or access control devices as part of these systems. At times it may be necessary for either party to access information and/or records including, but not limited to, access control history reports, video recordings, etc. of its employees or participants from the system maintained by the other party. Any request for information must be submitted in writing to the School District's Superintendent or designee, or the Community Center's Executive Director or designee. The School District's Superintendent or designee and the Community Center's Executive Director or designee are hereby authorized to take any and all such steps necessary to execute and effectuate the processing of all requests for information within 48 hours upon receipt of the written request. In performing the Services, pursuant to this Agreement, the parties acknowledge that they may have access to certain confidential personal and student information ("Personal Information"). The parties agree that all such Personal Information collected, processed, transmitted, maintained and used in connection with this Agreement shall be in compliance with all applicable state and federal laws, including without limitation the Illinois School Student Records Act, 105 ILCS 10 (ISSRA), the Illinois Personal Information Protection Act, 815 ILCS 530, the Electronic Commerce Security Act, 5 ILCS 175, the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

20. The term of this Agreement shall be for four years (from July 1, 2018 to June 30, 2022) and may be renewed by mutual agreement of the parties. Either party shall have the right to terminate this Agreement after the initial four-year term by providing the other party with a one (1) year written notice of termination effective June 30th of the year following the one (1) year notice.

This Agreement may also be renewed after the initial four-year period for a period of time to be determined by mutual agreement between both parties.

21. The School District and Community Center recognize and agree that good communication and the exchange of information is critical to the effective implementation of this Agreement. The School District and the Community Center agree the School District's Superintendent, or designee, and the Community Center's Executive Director, or designee, will meet periodically, but not less than annually, for the purpose of reviewing and evaluating the terms of this Agreement and to give consideration to any modifications that may be necessitated due to unanticipated circumstances and/or events.

22. In the event that the parties wish to modify this Agreement, an addendum duly approved and executed by both parties may alter any or all aspects of this Agreement.

23. In the event that notice is required to be served upon the other party; written notice shall be sent via certified and first class mail, postage prepaid, to, in the case of the School District, the Superintendent, and in the case of the Community Center, the Executive Director.

24. The laws of the State of Illinois shall control the interpretation of the terms of this Agreement and to the disposition of any legal conflict. If any term or clause within this Agreement shall be determined by a court of law to be invalid or void for any reason the said part shall be severed from the whole and the remaining provisions shall remain in full force and effect.

25. Execution of Agreement: The School District's Superintendent and the Community Center's Executive Director are hereby authorized to take any and all such steps necessary to execute and effectuate this Agreement and the terms contained herein.

26. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

**THE BOARD OF EDUCATION OF
OAK PARK-RIVER FOREST
SCHOOL DISTRICT #200**

**RIVER FOREST
COMMUNITY CENTER**

Dr. Jackie Moore, Board President

George Vukotich, Chairman

ATTEST:

ATTEST:

Jennifer Cassell, Board Secretary

Dennis Alcock, Board Secretary

DATE: _____

DATE: _____

EXHIBIT B

River Forest Community Center Building Plan Supplement

8020 Madison Street Building Plan
First Floor

The Community Integrated Transition Education (CITE) program of Oak Park and River Forest High School District 200 will be housed in Room 106 on the first floor of the River Forest Community Center building located at 8020 Madison Street in River Forest.

Room 106 is approximately 840 square feet in size and accounts for 2.2% of the total building space at 8020 Madison Street. The Community Center building is compliant with the provisions of the American with Disabilities Act (ADA) and Room 106 is wheel chair accessible.

In addition to the CITE program being based in Room 106, the program will also have access to other areas of the building including, but not limited to, the kitchen, gymnasium, meeting rooms, laundry areas, and fitness area. It is understood that access to these areas will be subject to the daily building activity schedule and can be arranged between the designated staff members of the Community Center and Oak Park and River Forest High School.

EXHIBIT C

River Forest Community Center Building Plan Supplement

8020 Madison Street Building Plan
Second Floor

The Community Integrated Transition Education II (CITE II) program of Oak Park/River Forest High School District 200 will be housed in Room 201 on the second floor of the River Forest Community Center building located at 8020 Madison Street in River Forest.

Room 201 is approximately 650 square feet in size and accounts for 1.7 % of the total building space at 8020 Madison Street. The Community Center building is compliant with the provisions of the Americans with Disabilities Act (ADA) and Room 201 is wheelchair accessible.

In addition to the CITE II program being based Room 201, the program will also have access to other areas of the building including, but not limited to, the kitchen, gymnasium, meeting rooms and fitness area. It is understood that access to these areas will be subject to the daily building activity schedule and can be arranged between the designated staff members of the Community Center and Oak Park River Forest High School.