

**BEFORE AND AFTER SCHOOL PROGRAMS
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 2018,
by and between the Valley View Community Unit School District No. 365U, (hereinafter
referred to as "District"), and the Village of Romeoville, an Illinois home rule municipality
(hereinafter referred to as "Village").

W I T N E S S E T H:

WHEREAS, the District and the Village are, respectively, a school district and a home
rule municipality, both duly and lawfully organized under the laws of the State of Illinois; and

WHEREAS, the District and Village may contract or otherwise associate with each other
pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and 5
ILCS 220/1 *et seq.*, which authorize units of local government to contract or otherwise associate
among themselves to obtain or share services, to exercise, combine or transfer any power or
function, in any manner not prohibited by law, to use their credit, revenues and other reserves to
pay costs and to service debt related to intergovernmental activities; and

WHEREAS, to meet the needs of their respective residents, the Parties desire to provide
certain before and after school voluntary activity and recreational programs to children residing
within the District aged at least three but who have not yet attained compulsory school age (the
“Early Childhood Program”); and

WHEREAS, the Early Childhood Program may sometimes hereinafter be referred to as
the “Program”; and

WHEREAS, the District has the authority pursuant to Section 10-22.18a and 10-22.18b
to establish and maintain the Program; and

WHEREAS, the Village has the authority to provide a variety of recreational services and programming to its residents and others desiring to receive such services and to participate in such programming, including the types of services and programming included within the Program;

WHEREAS, the parties desire to establish the terms and conditions by which they will cooperatively provide the Program to residents; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et/ seq.; and

WHEREAS, the parties have determined that it is in the best interests of their respective residents to enter into this Agreement and to provide the Program as contemplated herein.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein.

2. Locations and Hours; Services; Personnel; Licensure Exemption.

A. Location and Hours. The Program shall be provided at the District's Early Childhood Center ("Center") in such areas as may be designated by the Center Principal during the hours of 7:00 a.m. to 8:50 a.m. and 3:15 p.m. to 5:30 p.m. of each full school day. The parties acknowledge that they may, by mutual agreement, extend the conduct of the Program to include the summer school break. Such mutual agreement may be

effectuated by an exchange of correspondence between the proper officers of the District and the Village and shall not require legislation or a vote of their respective boards.

B. Provision of Program Services; Fees Payable by Residents. The Village shall be responsible for providing the personnel and services necessary to the conduct of the Early Childhood Program as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by reference. The Center Principal shall be authorized to direct the Village to add or delete specific Early Childhood Program services at his or her discretion. The Village shall be permitted to charge fees to District residents registered to participate in the Early Childhood Program as set forth in Exhibit A-1, a copy of which is attached hereto and incorporated herein by reference. The fees set forth in Exhibit A-1 are effective for the 2018-2019 school year and thereafter, unless modified by the Village as hereinafter set forth. Thereafter, the Village may adjust the fees payable by District residents in subsequent school years by issuing a revised Exhibit A-1 to the Center Principal not less than sixty (60) days prior to the start of the school year in question, which revised Exhibit A-1 shall thereafter be effective to establish the fees for Early Childhood Program registrants until the Village issues a subsequent revised Exhibit A-1 to the Center Principal not less than sixty (60) days prior to the start of the school year in question.

C. Fees to District. District shall make the designated areas within the Center available to the Village for the conduct of the Program without cost or charge, except that the Village shall pay to the District a weekly administrative fee of \$1.50 per registered child per week for the use of the areas within the Center during each month in which the Village conducts the Program.

D. Village Personnel. Village shall provide sufficient personnel to provide Program services as contemplated hereunder, as reasonably directed by the Principal of the Center, and shall conduct background checks for such personnel at its cost and expense. Village shall provide and continuously update as necessary a list of all personnel used to provide Program services with the results of their background checks and supply a copy of the same to the Principal of the Center. Village is acting as an independent contractor under this Agreement, and its personnel shall be deemed to be solely the personnel of the Village, and shall not be deemed to be agents or employees of District. Village shall solely be responsible for compensating its personnel, and for complying with applicable laws pertaining to its personnel. To facilitate the Village's performance of the Program services hereunder, District agrees that it shall provide and continuously update as necessary a list of persons employed with the District on a part time basis who are qualified to provide some or all of the Program services contemplated hereunder and who desire additional part time employment, so as to ensure that the Village has a sufficient pool of qualified candidates for Village positions as providers of Program services. All such individuals, once hired by the Village, shall be deemed to be Village employees as hereinabove stated for all relevant purposes under this Agreement.

E. Exemption from Licensure. The parties acknowledge that Village is entering into this Agreement based on the parties' mutual reasonable belief that the portions of the Center designated for use in connection with the Program and the Village personnel providing Program services are exempt from DCFS licensure pursuant to 89 Ill. Adm. Code Part 377. Village shall have no obligation to perform under this Agreement in the event that the parties and/or DCFS subsequently determine that either the portions of the

Center designated for use in connection with the Program or the Village personnel providing Program services are not exempt from DCFS licensure pursuant to 89 Ill. Adm. Code Part 377. In the event of such a determination, the Village may immediately terminate this Agreement without liability to District.

F. Deficiencies in Program Services. In the event that the Village fails to provide the Program services as described in Exhibit A, District shall immediately notify Village and identify the specific deficiencies in the Program services, and the Village shall thereafter correct the same. In the event that the Village does not correct the identified deficiencies within five (5) days or such longer time as agreed to by District and Village, District shall thereafter have the right to terminate the Agreement without liability to Village.

3. Insurance. District represents that it has and will at all times during the term of this Agreement maintain in full force and effect at all times during the term of this Agreement policies of commercial general liability insurance, workers' compensation insurance and automobile liability insurance with at least the limits and coverages shown in Exhibit B-1, a copy of which is attached hereto and incorporated herein by reference. Village represents that it has and will at all times during the term of this Agreement maintain in full force and effect at all times during the term of this Agreement policies of commercial general liability insurance, workers' compensation insurance and automobile liability insurance with at least the limits and coverages shown in Exhibit B-2, a copy of which is attached hereto and incorporated herein by reference. Each party shall cause its commercial general liability and automobile liability insurance policies to name the other party and its elected officials, officers, employees, agents

and volunteers as additional insureds by written endorsement. All such insurance policies shall be on an occurrence basis and shall not be on a claims-made basis.

4. Indemnification. Each party to this Agreement shall indemnify, defend and hold harmless the other party and its elected officials, officers, employees, agents and volunteers of and from any and all liabilities, costs, obligations, claims, damages, causes of action (including reasonable attorney's fees) for which such other party and its elected officials, officers, employees, agents and volunteers may become liable by reason of any violation of civil or constitutional rights, accident, bodily injury, death, loss of or damage to property or other cause, where the same arises directly or indirectly in connection with or as a result of this Agreement but only to the extent caused in whole or in part by the negligent or wrongful act or omission of the indemnifying party or its elected officials, officers, employees, agents and volunteers. The insurer of the indemnifying party shall be permitted to raise on behalf of such party all statutory or common law defenses which the indemnifying party is or would be entitled to raise, including all defenses existing under the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et. seq.

5. Term and Termination. The term of this Agreement shall be for the 2018-2019 school year, subject to the extension of the Program as provided for in Section 2, in which case the term of this Agreement shall be deemed to be extended to the end of such extension of the Program. Thereafter, the Agreement shall automatically renew for each subsequent school year, provided, however, that either party shall have the right, without liability of any kind, to terminate this Agreement upon ninety (90) days' notice to the other party.

6. Miscellaneous.

A. Entire Agreement. This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

B. Exhibits. Exhibits attached to this Agreement are, by this reference incorporated into and made a part of this Agreement.

C. Amendments. This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

D. Waivers. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

E. Notices. Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Village:

Village of Romeoville Recreation Department
Attn: Director of Parks and Recreation

900 W. Romeo Road
Romeoville, Illinois 60446

If to District:

Valley View Community Unit School District No. 365U
Attn: Superintendent of Schools
801 West Normantown Rd.
Romeoville, Illinois 60446

or to such other address as any party may from time to time designate in a written notice to the other party.

F. Enforcement. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against either party or any elected or appointed official thereof for any breach of any of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

Village of Romeoville

By: _____

John D. Noak, Its President

Attest: _____

Dr. Bernice Holloway, Its Clerk

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 365U

By: _____

Steven Quigley, Its President

Attest: _____

Debbie Sykora, Its Secretary

Romeoville Recreation Department's
Before and After School Butterfly Club
Parent Information Packet

Butterfly Club Program Times

Before School – 7:00am-8:55am

After School – 3:10pm- 5:30pm

Attendance

The Butterfly Club begins on the first full day of school (changes each year based on the VVSD calendar). The program is only in attendance on days the Valley View Early Childhood Center has student attendance. On non-attendance days the Butterfly Club will not be available. The school calendar will provide specific school holidays.

Attendance in the program is taken each day. It is not a requirement to report your child absent to the program if they are not able to attend. Butterfly Club absences can be reported to the Romeoville Recreation Department at 815.886.6222 or the Butterfly Club Hotline at 815.531.9755. **It is necessary for a parent or guardian to call and notify the school office at 815.886.7827.** Butterfly Club Program Supervisor and staff are unable to report absences to the school.

If your child will be attending school but not the Butterfly Club on a particular day, please write your child's teacher a note in order to ensure your child is sent home properly.

NON-ATTENDANCE DAYS FOR BUTTERFLY CLUB 2018-19

September 3rd – Labor Day – No School
 October 8th- Columbus Day – No School
 November 12- Veteran's Day – No School
 November 21-23- Thanksgiving Day- No School
 December 24-28 Winter Break
 January 1-4 Winter Break
 January 21- Martin Luther King, No School
 February 18th- Presidents Day- No School
 March 4th – Casimir Pulaski Day – No school
 April 1st – No School
 April 2nd – Teacher's Institute – No School
 April 15-19 – Spring Break
 May 24th – Tentative Last Day of School
 May 28th – June 4th – Emergency Days

**Dates change yearly based
on the VVSD calendar**

Valley View Early Childhood Center has school Monday- Thursday and every other Friday. Please contact the school to receive the Friday school schedule.

Early (Emergency) Dismissal

In the event that the school building must be closed during Butterfly Club hours (due to weather, maintenance problems, etc.) program instructors will accompany the children to another secure area. They will then proceed to call the emergency contacts to pick up the participants.

Dropping Off and Picking Up Children

To ensure participant safety, parents/guardians must sign in/out each time their child enters or leaves the Butterfly Club. Children should be picked up and dropped off at door #5 (see attached map for reference). Please ring the doorbell to inform staff that you are there to pick up/drop off. Please pay attention to the program times. Participants will not be allowed to enter the building before the start time of 7:00am.

Late Pick Up Policy

If a child is not picked up by the program end time of 5:30pm then a ten- minute grace period will be given for the first offense. After the first offense has occurred, the following offenses will be charged one dollar per minute after 5:30pm. If you are going to be late, please contact the Butterfly Club Hotline at 815.531.9755 or the Recreation Front Desk at 815.886.6222.

Pick – up Authorization Form

Please write down all individuals authorized to pick your child up on this form including yourself. The individuals on the pick- up form will also be contacted in the event of an emergency (i.e.- illness, school closing, injury) if a parent/guardian cannot be reached. **Please ensure to inform all individuals that a PICTURE ID is required to pick up the participant from the program.** This form will be kept on file at the Butterfly Club and at the Romeoville Recreation Department. The form can be updated or changed at any time by stopping into the Recreation Department.

Only under extreme circumstances will a child be released to another individual not previously authorized as provided above and then only with the written consent of the parents/guardians.

Accidents and Illness

In the consideration of the other participants of the program, please do not bring your child to the Butterfly Program if he/she is sick. It is suggested that parents/guardians follow the school illness guidelines on questioning if they school attend the program.

The nurse will not be on duty during the hours of the program. In case of medical emergency or any other emergency situation, program instructors will follow the instructions on the emergency contact form and, if necessary, call 911.

All Program Instructors are CPR and First-Aid Certified.

Snacks

Children are allowed to bring a breakfast and/or a snack item to the program. The afterschool snack must be an item that can be stored in the child's backpack throughout the day. If your child brings a snack to the program, please try to provide the necessary utensils, condiments and napkins.

Diaper and Accident Policy

If your child is not toilet-trained, then it is a requirement to provide the proper diapering supplies. Diaper supplies will not be shared from child to child. There will qualified staff available to change diapers and clean up accidents. We ask that parents provide a change of clothing for their child each day in case of an accident.

If you have any additional questions, contact the Program Supervisor for more information at aanders@romeoville.org or 815.886.6258.

Romeoville Recreation Department
Butterfly Club Program Fees 2018-2019

Monthly Fees:

Morning Care: \$113.00

After Care: \$133.00

Before & After Care: \$245.00

Program fees are subject to be changed.

Fees may change yearly per the Recreation Department.