

Subject to CPS approval.

This Agreement will be posted on the CPS website.

### **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as the last date set forth on the signature page below, but effective as of August 21, 2023 (“Effective Date”), between the Board of Education of the City of Chicago, a body politic and corporate, having an address of 42 West Madison Street, Chicago, Illinois (“Licensor” or “Board”) and Beyond the Ball, NFP, an Illinois not-for-profit corporation, having an address of 2758 South Lawndale Ave., Chicago, Illinois (“Licensee”). The Licensor and Licensee are referred to herein each as a “Party” and collectively as the “Parties”.

### **WITNESSETH:**

**WHEREAS**, Licensee is engaged in providing after-school extracurricular programming to students and members of the community;

**WHEREAS**, the availability of after-school programs for youth helps keep them engaged in constructive activities;

**WHEREAS**, such programming includes sports, play, recreation, and community service-based programming (the “Use”);

**WHEREAS**, Josefa Ortiz de Dominguez Elementary School (“Ortiz School”), located at 3000 South Lawndale Avenue, Chicago, Illinois 60623, shares a campus with Joseph E. Gary Elementary School (“Gary School”), located at 3740 West 31<sup>st</sup> Street, Chicago, Illinois 60623;

**WHEREAS**, Ortiz School and Gary School are located in a neighborhood that is afflicted with gang violence;

**WHEREAS**, Licensee’s goal is to provide youth with additional after-school options and to discourage them from engaging in gang activity;

**WHEREAS**, Licensee also seeks to help activate the campus of Ortiz School and Gary School by scheduling extracurricular activities during non-school hours in an effort to discourage others from conducting illegal activity on school grounds;

**WHEREAS**, Licensee also supports Ortiz School and Gary School by conducting fundraising for the schools, providing school supplies to students, ensuring the exterior grounds of the schools remains free from graffiti, and by helping with trash removal from school grounds; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. **Grant of License**. Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to use and occupy the following premises:

The following interior areas of Ortiz School: Classroom #211, the school gym, gym office, one gym closet, space within the garage, and the lunch room (together, the “Indoor Premises”); and

The exterior grounds of Ortiz School and Gary School campus (“Outdoor Premises”), including but not limited to the artificial turf field, three (3) basketball courts, one (1) playlot, and two (2) paved areas shared by the schools.

The Premises shall consist of the Indoor Premises together with the Outdoor Premises.

2. **Limitation on License.** Licensee hereby acknowledges and agrees that the license granted hereunder is subject to certain limitations and restrictions, namely:

A. Licensee shall, subject to the approval of the principal of Ortiz School, have the right to utilize the Indoor Premises on the following days, between the following hours (the, “Indoor Use Hours”):

Mondays through Fridays from 2:45 p.m. until 10:00 p.m.

Licensee shall provide the principal of Ortiz School with a schedule of proposed use dates and times and shall receive the principal’s written approval prior to conducting such use.

Licensee may also use the Indoor Premises from 7:00 a.m. through 11:00 p.m. on Saturdays, Sundays and days of non-student attendance, such as teacher institute days, upon the prior written approval of the Ortiz School Principal for interior Ortiz School.

If Licensee wishes to license any other interior part of the Ortiz School building, Licensee shall contact the Ortiz School Principal to obtain permission and LSC approval, as required by Board Rule 6-25. All such School usage must be outside of regular schools hours and a written usage agreement or license agreement executed prior to any such use.

**Outdoor Premises.** The Outdoor Premises is shared by both Ortiz School and Gary School and Licensee’s use of that space shall be limited to non-school hours, although such use shall not occur before 2:45pm on school days and any use during after-school programs shall be coordinated between the parties. The Board shall have exclusive use of the Outdoor Premises during regular school hours when school is in session and shall have the priority on use at all other times. Furthermore, use of the Outdoor Premises by Licensee shall be approved by the principals of both schools. Licensee shall provide the principal of Ortiz School and the principal of Gary School with a proposed schedule for use of the Outdoor Premises before the use dates and shall obtain the approval of both principals prior to using the Outdoor Premises.

**Keys and Access Code.** Ortiz School staff shall provide access to the Ortiz School building; Licensee shall not have keys or an access code for the the Ortiz School building. Licensee shall coordinate access to the interior space in the Ortiz School building portion of the Premises with the Ortiz School Principal.

**Personal Property.** Licensee shall not use the personal property of either School without the prior written consent of the respective School Principal or their designee, including but not limited to school custodian or engineers. Licensee shall be responsible for providing its own sports equipment such as balls, volleyball nets, floor mats, cones, etc.

This grant shall not be construed as anything other than a license and shall not under any circumstances be construed or operate to grant Licensee any estate or interest in the Premises.

Any use of the Indoor Premises by Licensee beyond the permitted hours outlined herein must be

approved in writing by the principal of Ortiz School, or from both principals with respect to the Outdoor Premises, and shall be subject to an additional fee or fees to be paid by Licensee to the Board pursuant to Section 4 below. Licensee must vacate the Premises, including the outdoor space, no later than 10 minutes past the permitted time unless specific permission is obtained the principal(s) as specified above.

**Licensee's high risk of regular contact with CPS students or other minors.**

**Attached Exhibit A requiring both Sexual Abuse & Molestation Insurance and the Criminal History Records Search is hereby incorporated into and made a part of this Agreement.**

**Additional requirements due to COVID-19 pandemic**

**Attached Exhibit B requiring additional safety measures and termination provisions is hereby incorporated into and made a part of this Agreement.**

B. [Intentionally omitted.]

C. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School(s) and that Licensee's license hereunder is, and shall at all times remain throughout the Term (as hereinafter defined), subordinate to and ancillary to the School(s) operations; and in accordance therewith, Licensee hereby agrees that: (i) Licensee shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School(s); (ii) Licensee's Use shall not be exclusive and Licensor shall have the right to use the Premises for its own purposes in whole or in part, which purposes shall, at all times, remain paramount to Licensee's right hereunder; and (iii) upon not less than twenty-four (24) hours' notice from the Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including, but not limited to, graduation, report card pickup day and parent/teacher conferences.

D. Licensor shall have the right to enter the Premises to: (i) examine the Premises and in case of emergencies; (ii) make such repairs, alterations, improvements or additions to the Premises as Licensor may deem desirable; (iii) address any issue Licensor determines may affect the safety, welfare and/or security of persons; and (iv) upon not less than twenty-four (24) hours' notice from Licensor to Licensee, use the Premises for its own purposes, in whole or in part, which purposes shall be paramount to Licensee's right hereunder.

3. Term of License. The term of this License Agreement shall be from August 21, 2023, through June 30, 2024 ("Term"). At Licensee's request, and subject to approval of Licensor, the Term may be extended for one additional year, through June 30, 2025. Notwithstanding the foregoing and subject to the restrictions outlined in this Section 3, either party may terminate this Agreement, at any time, with or without cause, by providing 30 days prior written notice to the other party. If Licensor determines, in its sole discretion, that the Use compromises or in any way interferes, directly or indirectly, with the safety and security of the School(s), Licensor may terminate this Agreement immediately upon notice.

4. License Fee. Licensee shall pay in advance on the first calendar day of each month, a base monthly fee of \$1,000 ("License Fee"). If Licensee uses the Premises beyond the permitted Indoor Use Hours outlined herein, Licensee shall be responsible for paying an additional fee of \$35 per hour for each instance of additional usage. If the first day of any month falls on a Saturday, Sunday or holiday, payment shall be due on the first (1st) business day following.

In addition, Licensee shall pay Licensor any expenses for staffing, repair, and maintenance provided by Licensor, when utilized, including custodial, engineering, security, and repair expenses. Licensee

acknowledges that a staff member of Licensor is required to be on-site during use of the Indoor Premises by Licensee, and Licensee shall be responsible for staffing costs incurred as a result thereof. Such additional fees shall be at the hourly rates then in effect and may include fees for additional staff for use beyond regular hours of building operation, including the 4-hour engineer union work minimum requirement for any overtime incurred on weekends or after the engineer has left for the day. Approximate example rates below are subject to change and are as follows:

- Engineer overtime: \$105 per hour for regular overtime or Saturday time, 4-hour work minimum
- Engineer Sunday overtime: \$135 per hour for double time or Sunday/holiday time
- Custodian overtime: \$42 per hour

The license fee and any additional fees shall be split between Gary School and Ortiz School and shall be paid by check and made out to “The Board of Education, City of Chicago”. The Memo section shall state the following “Fee for Dominguez/Gary Schools” and mailed to:

Chicago Public Schools  
ATTN: Accounts Receivable  
42 West Madison Street  
Chicago, Illinois 60604.

5. Costs and Expenses. Any and all costs, expenses or fees arising out of or relating to the granting of this License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, insurance premiums and, if necessary, security costs. For the purposes of this Section 5, Licensee may, in its discretion and at its sole cost, provide security personnel during the permitted Indoor Use Hours; provided, however, that if Licensor determines that security is necessary during the permitted Indoor Use Hours, Licensee shall be required to provide security personnel at its sole cost or reimburse Licensor for such security costs, and the amount of security personnel necessary shall be determined in Licensor’s sole discretion. All security personnel provided by Licensee shall meet the State and Federal Security Guard Licensing Requirements. To the extent Licensor pays any of the preceding costs, expenses or fees, Licensee shall reimburse Licensor within five (5) days after receipt of written notice from Licensor regarding the same.

6. Compliance with Laws and Neighborhood Protection Provisions. Licensee and its agents, employees, invitees, members and guests shall, at all times during the Term, and any renewal thereof, comply with all laws, codes, statutes, ordinances, regulations and Licensor’s Board Rules applicable to this Agreement and Licensee’s Use, including those relating to swimming pools, carnivals, and/or inflatables (if applicable), collectively referred to as the “Laws”. Licensor’s Rules and Policies are available at:

<https://policy.cps.edu>  
<https://policy.cps.edu/download.aspx?ID=16>

In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning, sign permits and other approvals and permits necessary to use the Premises for the Use stated herein.

Licensee shall comply with all City Ordinances, Rules and Regulations, relating to or governing the use of the Premises or the adjoining public right of way, including but not limited: the consumption, possession or sale of alcoholic or intoxicating beverages, tobacco, illegal drugs or related paraphernalia; excessive noise; loitering; littering; and barbecuing and/or tailgating. Licensee acknowledges and agrees that it is strictly prohibited from consuming, possessing or selling alcoholic or intoxicating beverages on the Premises and on the adjoining right of way. Licensee also acknowledges that it must comply with the City of Chicago noise ordinance, and that utilization of any sound amplifying or broadcasting equipment

must comply with Section 8-32 of the Chicago Municipal Code. Failure to adhere to this requirement will result in immediate termination of the License Agreement.

7. Maintenance, Utilities, Security.

A. Licensee shall be responsible for normal maintenance of the Premises during the Permitted Indoor Use Hours, including, but not be limited to, cleaning, emptying wastebaskets, sweeping and mopping as well as picking up any athletic equipment or supplies after each use. Licensee shall provide its own cleaning products, equipment and restroom supplies. Licensee shall keep and maintain the Premises in a neat, clean and sanitary condition and in good order and repair.

B. Licensee shall be responsible for providing its own telephone service and wireless internet. Licensee shall provide and maintain security measures appropriate to protect the Premises, individuals properly present at the Premises, and the personal property located on the Premises.

C. Licensee shall promptly repair any damage to the Premises caused by Licensee, or by its agents, employees, invitees, members and guests.

D. Licensee shall, at all times during Licensee's use of the Premises, at Licensee's sole cost and expense, keep the Premises free of all debris, bottles and trash and shall not leave trash or litter on the public way or on private properties near or adjacent to the Premises. All trash shall be placed in the appropriate container for disposal.

E. Licensee shall be responsible for all snow removal desired during Licensee's use of the Premises. If Licensee fails to remove the snow or requests Licensor to remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the plowing.

F. Upon Licensor's request or prior written consent, Licensee shall provide and maintain, at its expense, sufficient portable toilet facilities for certain outdoor events it sponsors at the Premises. In no event shall portable toilet facilities be placed outside of door number 1 of either school. The preferred location for the placement of portable toilet facilities is in the garden area, and relocation to another area of the school campus must receive approval from the principals of Ortiz School and Gary School. At the request of Licensor, Licensee shall promptly remove such portable toilet facilities. Any portable toilet facilities that remain on the Premises shall be serviced on no less than a weekly basis.

G. Licensee shall be responsible for maintenance of the lunchroom after each use, including removing any food debris, cleaning and sanitizing the serving tables, table tops and chairs, benches, serving line, trays and sinks and wiping down other surfaces as appropriate. Licensee may not use the School's utensils, pots, pans, stoves, ovens or refrigerator(s).

H. If Licensee, its agents, employees, invitees, members or guests cause any damage to the Premises or fail to maintain the Premises as required above, then Licensor shall have the right to repair the damage or maintain the Premises at Licensee's expense after ten (10) days written notice to Licensee. Licensor will charge and send an invoice to Licensee for the repairs and maintenance costs. Licensee shall have fifteen (15) days to pay the charges. Licensor shall have the right to terminate the License if Licensee does not pay the charges within the fifteen (15) day period.

8. Alterations and Modifications. Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement, without (i) prior written consent

from Licensor's Chief Facilities Officer, and (ii) written proof that the Premises are zoned to allow any such alteration, modification, or improvement. Any request from Licensee to alter, modify, or improve the Premises must include drawings or a detailed written proposal of any such requested changes. All Licensor-approved alterations, modifications, improvements or changes shall be at the sole cost and expense of Licensee. Notwithstanding the foregoing, Licensee shall be permitted to undertake certain changes when completed in connection with their maintenance of the Outdoor Premises in coordination with either Ortiz School or Gary School.

9. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor (**and any titleholders of record, including the City of Chicago ["City"] and the Public Building Commission of Chicago ["PBC"], as the case may be**), the Ortiz and Gary Schools and the Local School Council that is affiliated with each School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates, volunteers, permittees, contractors or other representatives ("Licensee's Parties"); (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee or Licensee's Parties; (iii) a violation of any laws, statutes, codes, ordinances or regulations by Licensee or Licensee's Parties; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

10. Waiver of Claims. To the fullest extent permitted by law, Licensee hereby releases Licensor (**and any titleholders of record, including City and PBC, as the case may be**), the Ortiz and Gary Schools and the Local School Council that is affiliated with each School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof.

11. Insurance. Licensee shall, at its sole cost and expense, maintain for the duration of this Agreement the insurance coverage indicated in this Section 11 and Exhibit A. All such insurance shall be in form and substance satisfactory to Licensor, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. This insurance shall also provide that there will be no cancellation unless the Board receives thirty (30) days prior written notice. All liability insurance policies must cover the negligent acts or omissions to act of Licensee. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to Licensor, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled, or not renewed without at least thirty (30) days prior written notice to Licensor and to:

Risk Management  
Board of Education of the City of Chicago  
42 W. Madison Street, 2nd Floor  
Chicago, Illinois 60602  
Fax No: (773) 533-3326  
Email: riskmanagement@cps.edu

A. Workers Compensation and Employers Liability Insurance. Workers Compensation Insurance affording workers compensation benefits for all employees as required by law and Employers Liability Insurance covering all of the Licensee's employees who are to provide services

under this Agreement, with limits of not less than One Million and 00/1000 Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

B. Commercial General Liability Insurance. Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, for bodily injury, personal injury, and property damage liability. Coverage shall include but not be limited to all operations, contractual liability, explosion, collapse, independent contractors, separation of insureds, defense, and products/completed operations (for a minimum of two (2) years following completion). General liability insurance must include and may not exclude coverage for sexual abuse and/or molestation.

C. Automobile Liability Insurance. Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with the Work and permitted activities performed in connection with this Agreement, with limits of not less than One Million and 00/1000 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence, which will provide additional limits for Employers Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance and shall cover the Board and its board members, agents, officers, officials, contractors, and employees, subject to that of the Licensee's primary coverage.

E. Swimming Pool Usage: Pool use is prohibited.

F. Carnival and/or Inflatables Operations: If either is a part of this Agreement, Licensee shall provide General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence in a combined single limit for both injury and property damage.

G. Additional Insured: Licensee shall have its General Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate (and City and PBC, as their interests may appear), and their respective members, employees and agents as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

H. Waiver of Subrogation: Each such policy required herein shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Licensor, City, PBC, and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Licensor, City, PBC, and such other additional insureds.

Licensee shall register with the insurance certificate monitoring company designated by Licensor and indicated below to maintain a current insurance certificate on file during the entire Term and pay the annual monitoring fee. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

**Certificate Monitoring Company:**  
Topiary Communications Inc.  
211 W. Wacker - Suite 220  
Chicago, IL 60654  
Phone: (312) 494-5709

Email: dans@topiarycomm.net

The website for online registration, insurance certificate submissions and annual fee payments is: URL: <https://www.cpsvendorcert.com>.

12. Condition of Premises. The Premises shall be delivered to Licensee in its current “AS IS – WHERE IS” condition. Licensor shall have no obligation to make any changes, alterations or additions or perform any work relating to the environmental, physical, structural or other condition of the Premises. No agreements or representations have been made to Licensee regarding the condition of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. By executing this Agreement, Licensee conclusively waives all claims relating to the condition of the Premises and accepts the Premises in its current “WHERE IS” and “AS IS” condition.

13. Return of Premises. Upon the expiration or earlier termination of this Agreement, Licensee shall immediately vacate the Premises and return the same to Licensor in the same or better condition as when received, ordinary wear and tear excepted, broom clean and in good order and condition, and shall remove all of its property from the Premises. This provision shall survive the expiration or termination of this Agreement.

14. Signage, Promotional Material, and Outreach. Licensee shall obtain the prior consent of the Ortiz School principal and the Gary School principal, or their respective designees, before installing or posting any sign on the Premises, handing out Licensee’s promotional material on the school campus, or conducting other outreach events on the school campus, which consent by Licensor shall not be unreasonably withheld. Any signage shall be in compliance with all Laws and erected and maintained by Licensee at Licensee’s sole expense.

15. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises as a result of Licensee’s exercise of rights under this Agreement. In the event any liens are filed, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

16. Default. If Licensee or any of its agents, employees, invitees, members or guests fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, Licensor may, after five (5) days' prior written notice to Licensee and without prejudice to any other right or remedy Licensor may have at law and/or in equity, terminate this Agreement. Notwithstanding the above, Licensor may terminate this Agreement immediately if Licensee consumes, possesses, sells or offers alcoholic or intoxicating beverages, tobacco or any illegal drugs or paraphernalia on the Premises, or upon the occurrence of any action or failure to act by Licensee which affects the safety and/or welfare of students or Board staff.

17. Late Fee. For any payment due under this Agreement, if such periodic payment is not received in full by Licensor by the tenth (10<sup>th</sup>) day after its due date, Licensee shall be assessed a late fee equal to five percent (5%) of the total amount of any such payment when due.

18. No Transfer, Assignment, or Sublicense. The interest of Licensee under this Agreement is personal to Licensee. Licensor shall not have the right at any time to transfer or assign its interest under this Agreement and shall not have the right to sub-license or sub-lease its rights to all or any part of the Premises, including to any affiliate. Any attempt to transfer, assign or sublicense Licensee’s interest under this Agreement shall terminate it. It is not a violation of this Section if Licensee invites other community organizations, sports groups, or individuals to take part in activities that are conducted as part of the Use.



19. Licensee Responsible for Real Estate or Leasehold Taxes. The Premises are currently exempt from real estate taxes. Notwithstanding the foregoing, if the Premises are or become subject to real estate or leasehold taxes (collectively the “Taxes”), the Taxes shall be timely paid by Licensee and not Licensor. Licensee’s obligation to pay Taxes relating to the Premises and/or this Agreement shall survive the expiration or termination of this Agreement. “Taxes” shall mean all such real estate or leasehold taxes that may be levied or assessed against or otherwise imposed on the Premises that accrue for the period commencing on the Effective Date throughout the expiration of the Term or any renewal term or any earlier termination of this Agreement (and any additional use or occupancy, if any, of the Premises), despite that such Taxes may be payable after such expiration or earlier termination or additional use or occupancy.

20. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other addresses as either party may subsequently designate). Licensor may also send notice to Licensee by electronic mail (e-mail) and/or by facsimile to the address listed below as additional methods of serving notice on Licensee.

If to Licensor: Board of Education of the City of Chicago  
Department of Facilities  
Loop Office / GSR 125  
42 West Madison Street  
Chicago, Illinois 60602  
ATTN: Director of Real Estate

with a copy to: Board of Education of the City of Chicago  
Law Department  
1 North Dearborn, 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
ATTN: General Counsel

If to Licensee:  
(May not be a PO Box) Beyond the Ball, NFP  
2758 South Lawndale Ave.  
Chicago, IL 60623  
ATTN: Rob Castaneda, Executive Director  
Phone: 773-847-6207 Ext. 101  
Email: [rob@beyondtheball.org](mailto:rob@beyondtheball.org)

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail. Notice sent to Licensee by e-mail or by facsimile shall be deemed given on the same sent with confirmation that the notice was transmitted to Licensee by facsimile or electronic mail on that day.

21. 105 ILCS 5/34 Provisions.

A. This Agreement is not legally binding on the Licensor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.

B. Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel

necessary to conduct those investigations.

22. Board of Education Indebtedness Policy. The Board of Education Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

23. Board of Education Ethics Code. The Board of Education Ethics Code (11-0525-PO2), adopted May 25, 2011, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

24. Press Releases; Publicity; Board Intellectual Property. Licensee shall not issue publicity news releases, grant press interviews, or use any intellectual property belonging to Licensor, including but not limited to the CPS logo or the logos of any schools, prior to or during or after the term of this Agreement, nor may Licensee photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

25. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

26. Entire Agreement. This Agreement, including any mutually agreed-upon exhibits attached hereto by both Parties, represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.

27. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

28. No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.

29. Force Majeure. Neither Party shall be considered in default of its obligations to be performed hereunder, other than for payment of money, if delay in the performance of such obligations is due to causes beyond its control, by reason of (i) strikes, lockouts or other labor troubles which cannot be mitigated or managed by the Party claiming relief, (ii) the inability to procure materials and such inability cannot be mitigated through the substitute of alternate materials, (iii) failure or shortage of electrical power, gas, water, fuel oil, or other utility or service, (iv) riot, war, insurrection or other national or local emergency, (v) accident, flood, fire or other casualty, (vi) unusually adverse weather conditions not typically encountered in the Chicago Metropolitan region, (vii) terrorist acts, (viii) epidemics, (ix) freight embargoes, and (x) natural disasters ("Force Majeure"). In such event, performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

30. Licensee Authorized to Sign. This Agreement shall not be binding until signed by all Parties. The persons signing this Agreement represent and warrant that they are duly authorized to sign this Agreement and have full and complete authority to commit their respective Parties to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of the Parties.

31. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. This Agreement shall be considered effective and binding once it has been executed by both

Parties. A signature delivered in electronic format or by facsimile shall be considered binding for both Parties.

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

**LICENSOR:**  
**Board of Education of the City of Chicago**

**LICENSEE:**  
**Beyond the Ball, NFP**

DocuSigned by:  
By: Charles Mayfield  
Charles E. Mayfield  
Chief Operating Officer

By: Robert Castaneda  
Name: Robert Castaneda

Date: August 31, 2023 | 10:47:27 AM CDT

Title: Executive Director

Board Rules: 6-25, 7-13  
COO Report #: 23-0808-COO-08

Date: 8/17/23

Approved as to legal form. <sup>DS</sup> ES

DocuSigned by:  
By: Ruchi Verma  
Ruchi Verma  
General Counsel

**EXHIBIT A**  
**ADDITIONAL INSURANCE AND BACKGROUND CHECK REQUIREMENTS**

AA. Sexual Abuse & Molestation Insurance. If the Commercial General Liability Insurance excludes Sexual Abuse & Molestation coverage, then in addition to the requirements outlined in Section 11 above, if Licensee, its employees, agents, volunteers, permittees, contractors and subcontractors have contact with CPS students or any other minors under this Agreement, Licensee shall provide Sexual Abuse & Molestation Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of use or occupation of the Premises by Licensee.

BB. Background Check. Licensee shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer, permittee, contractor or subcontractor who may be on the Premises under this Agreement (individually and collectively "Staff") ("Background Check"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Licensee shall not allow any Staff to: (1) be on the Premises under this Agreement until the Board has completed a DNH Check; or (2) have contact with students until Licensee has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

- a. Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may be on the Premises hereunder by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not be allowed on the Premises.
- b. Criminal History Records Check. Licensee shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("**Criminal History Records Check**"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:

- i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
  - ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
  - iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- c. Department of Children and Family Services Check. At Licensee's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("DCFS") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students ("DCFS Check"). Licensee shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not be allowed on the Premises and shall not have contact with any CPS student hereunder.
- d. Background Check Representations and Warranties. With respect to each Background Check, Licensee further represents and warrants that Licensee shall:
  - i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
  - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
  - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
  - iv. Not allow: (a) any Staff on the Premises until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check be on the Premises under this Agreement;
  - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and
  - vi. Immediately terminate access to the Premises for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.
- e. Allocation of Costs and Liquidated Damages. Licensee is obligated to cause the Background Check to be performed for all Staff, and Licensee shall be responsible for the costs of such Background Check. Whether or not Licensee allocates the costs to its subcontractors shall not affect Licensee's obligations in this Section.

If Licensee fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under any other agreement Licensee may have or enter into with the Board until Licensee remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind ; (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Licensee's non-compliance with this Section shall constitute a material breach of this Agreement.

**EXHIBIT B**  
**COVID-19 REQUIREMENTS AS OF APRIL 19, 2022**

- If Licensor, in its sole discretion, determines that Licensee has failed to comply with any of the requirements of this Exhibit, Licensor may suspend or terminate this agreement immediately. Licensor reserves the right to amend and modify these requirements in its sole discretion in response to the COVID-19 pandemic to protect the health, safety and well-being of persons.
- Licensee shall comply with all Licensor, City of Chicago, and CDPH recommendations and requirements now or hereafter in effect, as may be amended from time to time, on matters including but not limited to physical distancing, use of face coverings, hand washing, cleaning and sanitizing, screening, case reporting, contract tracing, and occupancy limits. Licensee acknowledges that these health and safety guidelines are subject to change.
- Licensee must report any positive COVID-19 cases on the Premises to Licensor at the following link: [www.cps.edu/COVIDresults](http://www.cps.edu/COVIDresults)
- The Department of Facilities (“Facilities”) must approve of the use of the Premises. Due to the evolving nature of the COVID-19 pandemic and the school district’s procedures in response, Facilities’ approval is required on an ongoing basis and suspension or termination may occur at any time.
- Licensee shall pay \$50 per hour for any cleaning, moving, sanitizing, repair, or maintenance (collectively “Maintenance”) that is required by Licensor as a result of Licensee’s failure to return the premises to the condition in which it was found. Licensor shall remit payment for the additional cost of Maintenance within 30 days of Licensor’s notice to Licensee of the cost.
- All persons are encouraged to maintain at least 6 feet of social distancing where possible. Cohabiting persons do not need to observe this limitation with each other.
- All persons must maintain clean hands and observe respiratory etiquette (cover coughs and sneezes).
- Masking is encouraged.
- Licensee may be required to pay, for engineers, custodians, and/or security to provide any additional maintenance and sanitation required as a result of the Licensee’s Use, in addition to the License Fee. This additional maintenance may include the 4-hour engineer union work minimum requirement for any overtime incurred on weekends or after the engineer has left for the day. Approximate example rates below are subject to change and are as follows:
  - Engineer overtime: \$105 per hour for regular overtime or Saturday time, 4-hour work minimum
  - Engineer Sunday overtime: \$135 per hour for double time or Sunday/holiday time
  - Custodian overtime: \$42 per hour

