

Custodial Service Agreement

THIS AGREEMENT made this by and between the BOARD OF EDUCATION OF SANDRIDGE SCHOOL DISTRICT 172, State of Illinois (the "District") and Citywide Building Maintenance, Inc., an S corporation, of Itasca, IL (the "Contractor").
(City, State)

WHEREAS, School is a public school engaged in education and Contractor is engaged in the business of providing contracted custodial services for the District;

NOW, THEREFORE, in consideration of the mutual conditions, terms, and covenants hereinafter set forth, it is hereby agreed by and between the parties heretofore as follows:

1. **SCOPE**. The terms and conditions of this Agreement shall be as provided in the Specifications which are attached hereto and incorporated herein and made a part of this Agreement. The Contractor shall, during the period of this Agreement as hereinafter set forth, provide and maintain the required number of crossing guards under the provisions of this Agreement.
2. **DURATION OF CONTRACT**. The term of this Agreement will be three (3) school years, beginning on July 1, 2026, unless earlier terminated. The District reserves the right to negotiate up to two additional one (1) year terms with the Contractor at the conclusion of the third contract year.
3. **PERSONNEL**. It shall be a primary obligation of the Contractor to operate its affairs so that the School is assured of this continuous and reliable service. It is recognized that for the protection of the children, crossing guards and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The School places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person perform services under this contract whose moral character is not of the highest level, or whose conduct might in any way expose any child to an impropriety of word or conduct whatsoever, nor shall Contractor allow any person to operate under this contract who is not at the time in a condition of mental, physical, and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, subject to paragraph 4 below.
4. **CUSTODIAL STAFF**

Upon receipt of the written request of the District Superintendent or his designee, the Contractor shall remove from the District's contract, any employee or person used in performing this Agreement who in the sole discretion of the District is deemed unfit or unsuitable for the performance of services of the district; provided however, that if Contractor reasonably believes that the request of the District to remove the Contractor's employee is based on considerations of race, religion, gender, national origin or other improper grounds, Contractor shall notify the District and request a meeting to discuss the issues.

5. LAWS AND REGULATIONS. During the entire term of this Agreement, the Contractor shall comply in every respect with all the laws, rules, and regulations of the State of Illinois affecting or regulating crossing guard services, including, but not limited to, regulations promulgated by the Illinois Office of Education. Additionally, the Contractor will comply with Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act.

6. INDEMNIFICATION.
Contractor agrees to indemnify, defend and hold the School harmless against any and all claims, damages, liabilities, costs, expenses or fees, including attorney fees, that the School incurs arising out of or occurring in connection with Contractor's performance or lack of performance pursuant to this Agreement.

7. FORCE MAJEURE.
If by reason of any acts of God, fires, strikes, present or future laws, ordinances or government orders, the Contractor shall be prevented from carrying out the terms and conditions of this contract, this Agreement shall not terminate, but the School shall have the right to utilize the contracted equipment, including spares and School personnel in the continued transportation of students to and from school, or hire the same done; in which case the operating expenses incurred by the School shall be deducted from the payments owed to the Contractor. Superintendent of Schools shall have authority to determine if school will be in session in case of unusual situations.

8. CONTRACTOR NOT AN AGENT. In the interpretation of this Agreement and the relations between the Contractor and the School, the same shall be construed as being an independent agreement with the Contractor for furnishing of crossing guards only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the school.

9. OPERATING EXPENSE. The Contractor shall provide and compensate its personnel and pay all expenses pertaining associated with the provision of said services as outlined in the bid specifications.

10. SCHEDULE OF RATES. The rates to be paid by School to Contractor shall be as provided in the attached proposal.

11. PAYMENT District shall remit payment in accordance with the Illinois Local Government Prompt Pay Act. In addition to detailed monthly invoices, the Contractor shall also submit such other reports as may from time to time be requested by the School. Such reports shall be on such forms as may be furnished or prescribed by School. Records sufficient to confirm the accuracy of all such reports shall be kept by the Contractor and made available for inspection by School at all reasonable times for one year after the submission of each report.

12. FREEDOM OF INFORMATION ACT. Contractor agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. If additional time is necessary to compile records in response to a request, the Contractor shall notify the School District and, if possible, the School District shall request an extension of time so as to comply with the Act. Contractor shall provide all records and documents to District upon request, provided Contractor is required to make such records available to District under the terms of this agreement. The district agrees that the Contractor is not bound by any Freedom of Information Act claim made upon school. The Contractor agrees to make its best efforts to assist the District in complying with any Freedom of Information Act request made in relation to the services provided under this contract.

13. ASSIGNMENT OF CONTRACT. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

14. BACKGROUND CHECK. ALL OF THE CONTRACTOR PERSONNEL WHO WILL BE PROVIDING SERVICES UNDER THIS CONTRACT HAVE OR WILL HAVE BEFORE ANY SERVICES ARE PROVIDED:

(1) SUBMITTED THEIR FINGERPRINTS TO THE DEPARTMENT OF STATE POLICE IN THE FORM AND MANNER PRESCRIBED BY THE DEPARTMENT OF STATE POLICE.

THESE FINGERPRINTS SHALL BE CHECKED AGAINST THE FINGERPRINT RECORDS NOW AND HEREAFTER FILED IN THE DEPARTMENT OF STATE POLICE AND FEDERAL BUREAU OF INVESTIGATION CRIMINAL HISTORY RECORDS DATABASES.

15. CANCELLATION. In the event that the Contractor at any time fails to comply with and fully perform and strictly adhere to any covenant contained herein to be performed by the Contractor, its agents or employees, the School shall give 48 hours notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within 48 hours from the receipt of such notice by it (except if such failure be impossible to remedy within 48 hours only because of weather conditions making roads impassable or other acts of God or strikes), then at the option of the District, this contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any cost to the School for contract services to the end of the current school year as hereinafter provided. Failure to exercise the School District's rights within 48 hours does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.

Upon a default or breach by the Contractor, the Contractor shall be responsible for all costs and expenses incurred by the District as a result of such default, including, but not limited to, attorney's fees.

16. TERMINATION FOR CONVENIENCE. The School shall give 30 day's notice in writing in order to terminate the contract for convenience without cause and the Contractor shall receive payment for all work completed but shall not be entitled to lost profit or overhead.

IN WITNESS WHEREOF, Said Contractor has set his hand and the School has caused this presence to be executed by its proper officers on the date first written above.

Sandridge School District 172

By Kim Nalls

Kim Nalls
Printed Name

Superintendent
Title

Contractor

By Marc Battista

Marc Battista
Printed Name

President
Title