

**RESOLUTION NO. R-2023-32**

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A SUBCONTRACT AGREEMENT  
WITH ALTERNATIVE SCHOOLS NETWORK RELATIVE TO  
THE OPERATION OF ASN ENGAGE OUT-OF-SCHOOL TIME PROGRAM**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (the "Village Board"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village Board and the Alternative Schools Network ("Agency") of Chicago, Illinois have jointly determined that it is in the best interests of the Village of Maywood ("Village"), its residents, property owners, businesses and the public to enter into the attached Subcontract Agreement relative to the Agency's and the Village's cooperation in the operation of the "ASN Engage Out-Of-School Time Program" for the clients of the Agency at the Program Site: Maywood Masonic Resource Center, 200 South 5th Avenue, Maywood, Illinois (the "Agreement"). The Village agrees to complete the following requirements and provide the following activities: support recruitment of youth to the Program; record accurate attendance; provide an interactive, youth led enrichment activity; and organize and be present at a culminating event (the "Services"). The Village shall coordinate supervision of the Program participants with a School Principal, a Site Coordinator and a Program Director, as appropriate. The Agency will reimburse the Village for the performance of the Services in accordance with the terms of the Agreement. A copy of the Agreement, which contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the Agreement, is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS**, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement, and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, business owners and the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS AS FOLLOWS:**

**SECTION 1: Incorporation.** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2: Approval of Agreement.** The President and Board of Trustees of the Village of Maywood authorize and approve the execution of the attached Agreement (**Exhibit "A"**).

**SECTION 3: Execution of the Agreement and Approval of Financial Obligations and Other Documents.** The President and Board of Trustees of the Village authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the attached Agreement

(**Exhibit "A"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill the Village's obligations under the Agreement.

**SECTION 4: Delivery of Signed Documents.** The President and Board of Trustees of the Village direct the Village Clerk's Office, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the Agreement to the Agency for record retention purposes.

**SECTION 5: Effective Date.** This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

**ADOPTED** this 16th day of May, 2023, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** Trustee M. Jones

**APPROVED** this 16th day of May, 2023 by the Village President of the Village of Maywood and attested by the Village Clerk on the same day.

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Nathaniel George Booker, Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

[SEAL]

**Exhibit "A"**

**SUBCONTRACT AGREEMENT  
WITH ALTERNATIVE SCHOOLS NETWORK  
RELATIVE TO THE OPERATION OF  
ASN ENGAGE OUT-OF-SCHOOL TIME PROGRAM**

(attached)

## SUBCONTRACT AGREEMENT

This Subcontract Agreement (“Agreement”) is by and between the agency (“Agency” or “ASN”) known as **Alternative Schools Network** with its principal office at 1807 Sunnyside, Suite 1D, Chicago, IL 60640

AND

The subcontractor (“Service Subcontractor”) known as **Village of Maywood** with its principal offices at 40 Madison Street, Maywood, IL 60153.

The Service Subcontractor agrees to provide the following services to clients of the Agency, or to the Agency on behalf of said clients: Provide instruction for ASN Engage out-of-school time programming and aligned funded programming at the Program Site, **Maywood Masonic Resource Center** (the “Program”). The Service Subcontractor agrees to complete the following requirements and provide the following activities: support recruitment of youth to the Program, record accurate attendance, provide an interactive, youth led enrichment activity, and organize and be present at a culminating event. The Service Subcontractor works under the coordinated supervision of the School Principal, Site Coordinator, and Program Director, as appropriate.

Such services shall be provided in-person at the Program Site, **Maywood Masonic Resource Center** located at **200 S. 5<sup>th</sup> Avenue, Maywood, IL 60153**. This is a contract for on-site, in-person services unless otherwise approved by the Program Director and a new contract or addendum has been issued and agreed to.

The unit of service upon which billing and payment shall be based is described as follows: **\$15** per hour, with hours as designated by the Site Coordinator and Program Director.

Reimbursement by the Agency to the Service Subcontractor for performance of the services:

- Service Subcontractor shall submit to Agency an accurate accounting of hours worked, recorded on ASN timesheets using the approved submission method;
- Service Subcontractor shall indicate hours worked and indicate classification such as “Instruction” or “Prep”, unless otherwise directed;
- Service Subcontractor shall submit to Agency timesheets every two (2) weeks covering periods beginning with the Effective Date of this Agreement;
- Service Subcontractor shall submit to Agency final timesheets no later than seven (7) days after the last date of service;
- Alternative Schools Network shall make payment to the Service Subcontractor no later than two (2) weeks following receipt of a correct submission of Timesheets and Invoices;
- Payments by the Agency shall be made by direct deposit or check issued to the Service Subcontractor;
- ASN shall mail payment to the address indicated above, if the Service Subcontractor requests, at least two (2) weeks in advance of check date;
- This Agreement creates a non-exclusive, independent contractor arrangement. This Agreement shall not render the Service Subcontractor, or any its employees, an employee, partner, agent of, or joint venturer with ASN for any purpose. The Service Subcontractor is and will remain an independent contractor in its relationship to ASN;
- This Agreement is not a guarantee of full year employment;
- This Agreement shall be effective as of the date that the last signatory executes this Agreement, as noted below;
- This Agreement shall expire on December 31, 2023, or upon termination of this Agreement;
- Earlier termination shall occur under the following conditions: violation of ASN or school codes of conduct or policies and procedures, change in background check clearance, or failure to provide designated services, or by mutual written agreement of the parties, or upon thirty (30) days written notice issued by either party and delivered to the other party.

ASN and the Service Subcontractor, at their own cost, shall provide their own separate insurance coverages, as noted below, including but not limited to health insurance, worker’s compensation insurance, general liability and property insurance. The insurance coverages shall be written on the comprehensive form and as an “occurrence” policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions

insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Service Subcontractor and ASN in writing, but in no case shall such dollar amount of coverages be less than:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Property Damage – \$500,000 per occurrence
- C. Workers’ Compensation – Statutory

ASN shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Agreement, copies of which are incorporated herein and made a part hereof. All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Service Subcontractor.”

The policies of insurance of the parties shall specifically recognize and cover their indemnification obligations under this Agreement. In the event of the cancellation of any insurance policy required herein, or upon the failure to procure said insurance, either party shall have the right to immediately terminate this Agreement.

Indemnification. To the fullest extent permitted by Illinois law, ASN shall indemnify, defend and hold harmless the Service Subcontractor and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the “Subcontractor Affiliates”) from all claims, demands, lawsuits, actions, costs (including litigation expenses and Service Subcontractor attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with any matters covered by this Agreement, including the Service Subcontractor’s performance of its obligations under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Service Subcontractor or anyone or entity directly or indirectly employed by the Service Subcontractor for whose acts Service Subcontractor may be liable.

To the fullest extent permitted by Illinois law, the Service Subcontractor shall indemnify, defend and hold harmless the ASN and each of its officers, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the “ASN Affiliates”) from all claims, demands, lawsuits, actions, costs (including litigation expenses and ASN’s attorneys’ fees) of any kind, caused by, resulting from, arising out of or occurring in connection with any matters covered by this Agreement, including the ASN’s performance of its obligations under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the ASN or anyone or entity directly or indirectly employed by the ASN for whose acts the ASN may be liable.

Notwithstanding any provision in this Agreement to the contrary, the mutual indemnification obligations shall survive the termination of this Agreement.

This Agreement is binding when signed and dated by the parties to this Agreement:

**Service Subcontractor – Village of Maywood**

**Alternative Schools Network**

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

**RESOLUTION NO. R-2023-32**

**A RESOLUTION APPROVING AND AUTHORIZING  
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which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** Trustee M. Jones

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 16th day of May, 2023.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]