

SAA AFTER SCHOOL PROGRAM PROPOSAL

Contact Person:

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Dates of Springfield Art Association Program: 2023 - 2024 School Year = 36 weeks

Times of Program:

Monday and Wednesday for Elementary School students from 3:30 – 5 PM

Tuesday and Thursday for High School Students from 3:30 – 5PM

Location of Program:

Springfield Art Association, 700 N. 4th Street, Springfield, IL 62702

Elements of Program (Responsibilities of SAA):

Employ certified teachers.

Reinforce National Standards for The Visual Arts

Provide parent/caregiver orientation, workshops and tools to promote imagination, skill development, and cognitive problem solving.

Maintain a minimum of 1:8 staff (1 Instructor and 1 Assistant) to student ratio for all program activities.

Schedule:

1 Project per day for 36 weeks

Each project would be based on a new technique or art history/ cultural lesson.

Staff Required for Program:

1 SAA Staff for managing the program and coordination

1 Art Instructor to lead the camp

Data Requirements of the Parties:

The SAA will collect attendance, demographic & enrollment information.

The SAA will conduct caregiver satisfaction surveys & outcome surveys.

The SAA will provide waivers for the camp.

Financial Obligations of the Parties:

District 186 will pay for the expenses of instruction and supplies required for instruction.

SAA will invoice District 186 at the end of each month and calculate costs based on the number of days the SAA provided service that month. The SAA will submit an invoice to District 186. Payment is due upon receipt.

Registration Details Include:

District 186 and/or the parents will provide a brief history on each student to support academic needs. Details shared should include any behavior challenges, learning supports and more.

Transportation Details Include:

SAA cannot provide transportation for the children to the building. We can with the permission of the school and parents walk the elementary kids from McClernand Elementary over to SAA. But the High School Students will need to find their own transportation to SAA.

Insurance:

Each party represents and warrants that it has and shall have in effect policies of insurance that would provide liability coverage for their responsibilities under this MOU in an amount not less than \$1,000,000.00.

Governing Law:

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois, without regard to applicable conflicts of law principles, and this Agreement shall for all purposes be deemed to have been

executed, delivered and agreed to by and between the Parties entirely within the State of Illinois.

Binding Effect; Survival:

This Agreement shall be binding upon, and will inure to the benefit of, the Parties and their successors and valid assigns. The obligations of the Parties and the provisions of this Agreement that by their nature survive the termination hereof, including those obligations as expressly stated in this Agreement, shall survive, and inure to the benefit of the Parties, their successors and valid assigns.

No Third Party Beneficiaries:

Except as expressly set forth otherwise in this Agreement, this Agreement is intended solely for the benefit of the Parties and their respective successors and valid assigns, and is not intended to confer any benefits upon, or create any rights in favor of, any other party other than the Parties.

Entire Agreement:

This Memorandum of Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior or contemporaneous agreements, understandings or representations, written or oral, by the Parties. The headings in this Agreement are provided for convenience of reference only and shall not affect the construction of any text. Any reference to the singular shall also include a reference to the plural, and vice versa, as the context requires. This Agreement shall be construed as drafted by all of the Parties, and no provision of this Agreement shall be interpreted for or against any Party on the basis that a Party, its Affiliates or counsel drafted such provision. In the event of any conflict between any term or provision of this Agreement and any term or provision of any exhibit hereto, the term or provision of this main document shall prevail.

Amendment:

An amendment will be written on an annual basis to update details of this Agreement, including but not limited to the following: calendar of program offerings, number of participants, grades of participants, parent expectations, behavioral code of conduct, data collection and program components. This amendment will be signed by the Parties prior to the start of each school year.

Severability:

If any term or provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, illegal, invalid or otherwise unenforceable under Applicable Law, such provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

Effective Date and Term:

This agreement shall become effective on _____ and terminate on _____ unless extended by a subsequent written agreement. The terms and conditions and provisions provided here and will remain in effect until this expires or is terminated.

District 186 Representative Signature

Printed Name

Title

Date

Springfield Art Association Director Signature

Printed Name

Title

Date