

**AGREEMENT**

**BY AND BETWEEN THE CITY OF EAST LANSING, MICHIGAN,  
A MICHIGAN MUNICIPAL CORPORATION**

**AND**

**EAST LANSING PUBLIC SCHOOLS,  
A MICHIGAN PUBLIC SCHOOL DISTRICT**

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**AGREEMENT FOR USE OF SCHOOL FACILITIES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, (the “Effective Date”) by and between the CITY OF EAST LANSING, a Michigan municipal corporation of the State of Michigan, (hereinafter called “City”), the address of which is 410 Abbot Road, East Lansing, Michigan 48823, and EAST LANSING PUBLIC SCHOOLS, a Michigan public school district, organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, (hereinafter called “District”), the address of which is 6160 Towar Ave, East Lansing MI 48823. City and District shall be collectively referred to as the “Parties.”

**RECITALS:**

The following is a recital of facts underlying this Agreement:

The City and the District entered into an Interlocal Public Agency Agreement on January 5, 1989 pursuant to Act 156 of the Public Acts of 1917, MCL 123.51 *et seq.*, the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, MCL 124.501 *et seq.*, and the Revised School Code of 1976, Act 451 of the Public Acts of 1976, MCL 380.1 *et seq.* to create the East Lansing Community Recreation and Arts Program, (“ELRA”) whereby ELRA would operate as an independent, non-profit corporation to provide a broad range of recreation, leisure, sports and arts activities and programs to the residents of the East Lansing community.

The Parties agreed that the interests of the East Lansing community would be better served by having the City operate the arts and recreation programs previously operated by ELRA. The Parties entered into an agreement on August 12, 2002, for the City to operate a before- and after-school (“B&A”) program in District facilities. The District received funds from the City in consideration of the use of District facilities by the City for the B&A Program.

The 2002 Agreement commenced on July 1, 2002, and was set to expire on June 20, 2008, but was extended by mutual agreement of both Parties through nine (9) Addenda. The Ninth Addendum extended the term of the 2002 Agreement to

expire June 30, 2026. The Parties desire to establish an updated Agreement to reflect changes to District facilities and the B&A program.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Purpose and Term.** This Agreement shall become effective from the date upon which the last of the Parties have signed the Agreement, but not before July 1, 2026. The District shall permit the City to use District facilities for the B&A program for three (3) one (1)-year terms from the effective date of this Agreement to June 30, 2029, as set forth in Section 3 of this Agreement. The Parties may mutually agree in writing to extend the term of this Agreement.

2. **Use of District Facilities.** The District agrees to provide facilities, as set forth in Exhibit A (the “Facilities”), on an “as is” basis with all faults, and the District makes no warranties of any kind or nature, whether express or implied, with respect to District property, except that the District represents that it is the owner of the property.

- (a) The Parties agree to use good faith efforts to ensure that the City's access does not interfere with the day-to-day operations of the District and both Parties agree to use reasonable means to coordinate the City's use of the Facilities.
- (b) The City's access to the Facilities listed in Exhibit A shall not be displaced without the provision of reasonable alternative District facilities. Any request for expansion of the use of District facilities by the City beyond those set forth in Exhibit A must be approved by the Board of Education of the District.
- (c) The District is not responsible for providing any materials, supplies, or equipment to the City for the B&A program, unless specifically set forth in this Agreement or otherwise agreed to by the Parties.
- (d) The City is responsible for providing supervision of all individuals participating in the B&A program at the Facilities.
- (e) The City shall be responsible to reimburse the District for the cost of any damage caused to District property resulting from the City’s use of the Facilities under this Agreement, excluding normal wear and tear. The City shall not make any alterations, additions, or improvements to the Facilities without the District’s prior written consent.

The District shall be responsible for the maintenance and cleaning of the Facilities.

3. **Payment.** In consideration of the mutual promises set forth in this Agreement, the City shall pay a lump sum rental fee on or before September 30 of each year to the District for the use of the Facilities as follows:

- (a) July 1, 2026, through June 30, 2027: \$60,000.00
- (b) July 1, 2027, through June 30, 2028: The amount in part (a) plus a percentage increase equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) in the Midwest Region for the 12-month period ending December 2026.

- (c) July 1, 2028, through June 30, 2029: The amount in part (b) plus a percentage increase equal to the percentage change in CPI-U in the Midwest Region for the 12-month period ending December 2027.

4. **No Authority to Commit Resources.** The City shall have no authority to expend funds or commit any financial resources chargeable to the District without the express written consent of the District. The District shall have no authority to expend funds or commit any financial resources chargeable to the City without the express written consent of the City.

5. **Relationship of the Parties.** Parties agree the City's employees and contractors, including, but not limited to, those persons involved with or engaged in the delivery of the B&A program, shall not be considered as agents, employees or contractors of the District for any purpose and no such employees or contractors are entitled to any of the rights, compensation or other benefits which the District may provide to its own employees. Likewise, the District's employees and contractors, shall not be considered as agents, employees or contractors of the City for any purpose and no such employees or contractors are entitled to any of the rights, compensation or other benefits which the City may provide to its own employees.

6. **Responsibility to Obtain Licensing.** The City shall obtain and be responsible for all necessary licenses and permits required by law, if any, to operate a child care program and provide proof of compliance with applicable law if requested by the District. The B&A program shall be supervised by an employee of the City.

7. **Insurance.** The Parties shall secure and maintain the following insurance coverages in full force and effect during the term of this Agreement:

- (a) Commercial General Liability with minimum limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate for bodily injury or property damage, and excess liability with a limit of not less than \$2,000,000.00 per occurrence and aggregate.
- (b) Workers' Compensation insurance with statutory limits and Employers Liability with a \$1,000,000.00 per accident limit for bodily injury or disease.
- (c) Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a \$1,000,000.00 per accident limit for bodily injury and property damage.
- (d) The Insurance Policy shall be written to apply to all bodily injury or property damage and shall be endorsed to include the other Party as an additional insured. With the exception of workers' compensation coverage, the Insurance Policy shall be written as primary policies, not excess or contributing with or secondary to any other insurance.

The District shall provide certificates of insurance coverage reflecting evidence of required policy limits upon request of the City. The insurance policies shall be endorsed so that the insurance carrier will provide the City not less than thirty (30) days prior written notice of cancellation, modification or nonrenewal of any insurance policy.

The City shall provide certificates of insurance coverage reflecting evidence of required policy limits upon request of the District. The insurance policies shall be endorsed so that the insurance

carrier will provide the District not less than thirty (30) days prior written notice of cancellation, modification or nonrenewal of any insurance policy.

8. **Hold Harmless.** To the fullest extent permitted by Michigan law, which the Parties agree is limited, the District agrees to indemnify, pay on behalf of, and save harmless the City, and its elected and appointed officials, consultants, agents, volunteers, and employees from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the City or its elected and appointed officials, consultants, agents, volunteers, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, directly arising out of the District's negligent performance of this Agreement.

To the fullest extent permitted by Michigan law, which the Parties agree is limited, the City agrees to indemnify, pay on behalf of, and save harmless the District, and its elected and appointed officials, consultants, agents, volunteers, and employees from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the District or its elected and appointed officials, consultants, agents, volunteers, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, directly arising out of the City's negligent performance of this Agreement.

9. **Discrimination and Disability Acts.** In accordance with the Elliott-Larsen Civil Rights Act, the Parties covenant not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this Agreement. Breach of this covenant may be regarded as a material breach of this Agreement.

10. **Notices.** All notices, requests, demands, or other communications hereunder shall be in writing and deemed given (a) when delivered personally, or (b) on the day said communication is sent by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile or pdf, or (d) on the day said communication is deposited with a nationally recognized overnight courier service, as the case may be, as follows:

If to City:

City Manager  
City of East Lansing  
410 Abbot Road  
East Lansing, Michigan 48823

If to District:

Dori Leyko, Superintendent  
East Lansing Public Schools  
6160 Towar Ave  
East Lansing, MI 48823  
Email: [dori.leyko@elaps.us](mailto:dori.leyko@elaps.us)

Copy to:

Elizabeth Saarela  
East Lansing City Attorney  
Rosati Schultz Joppich & Amtsbuechler, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
Email: [esaarela@rsjalaw.com](mailto:esaarela@rsjalaw.com)  
Phone: (248) 489-4100

11. **City Agents.** No agent of the City shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of this Agreement, without the prior formal written authorization to do so, by ordinance, resolution, or official action of the City.

12. **Waiver.** No failure by either Party to insist upon the strict performance of any covenant, term, or condition of this Agreement or to exercise any right, term, or remedy consequent upon any breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. **Termination.** This agreement may not be terminated prior to June 30, 2029, without the written consent of both Parties to the Agreement. Should either Party wish to terminate this Agreement, the discontinuing party shall provide, in writing, no less than sixty (60) days' advance notice.

14. **Legal Compliance.** The City shall comply with all federal, state, and local laws and District Board of Education policies while using the Facilities under this Agreement.

15. **Assignment.** Neither Party shall assign sublease, or in any manner transfer this Agreement or any interest therein without the prior written consent of the other Party.

16. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and no representations, inducements, promises or agreements, oral or otherwise entered into prior to the execution of this Agreement, will alter the covenants, agreements, and undertakings herein set forth.

17. **Severability.** If any term or portion of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, judicially be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Modifications.** This Agreement shall not be modified in any manner, except by an instrument in writing executed by both Parties.

19. **Venue and Choice of Law.** The Parties concur that any dispute concerning the interpretation of this Agreement shall be brought in the applicable State court located in the County of Ingham, Michigan, and that Michigan law shall control.

20. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A Party may deliver executed signature pages to this Agreement by facsimile transmission or electronic mail to the other Party, which facsimile or electronic copies shall be deemed to be an original executed signature page binding on the Party that so delivered the executed signature page by facsimile or electronic mail.

21. **Force Majeure.** Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, pandemic, labor shortage or dispute, or governmental act, provided that the delayed Party gives the other Party prompt notice of such cause and uses reasonable commercial efforts to promptly correct such failure or delay in performance.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the persons authorized to do so, as of the day and year first above written.

EAST LANSING PUBLIC SCHOOLS

\_\_\_\_\_  
Superintendent Date

CITY OF EAST LANSING

*A. Lippman* 06/17/26  
\_\_\_\_\_  
City Manager Date

APPROVED AS TO FORM:

*Beth Saarela*  
Beth Saarela (Jun 8, 2026 10:34:55 EDT)  
\_\_\_\_\_  
City Attorney

APPROVED AS TO SUFFICIENCY  
OF FUNDS:

*Audrey L. Kincade*  
\_\_\_\_\_  
Chief Financial Officer

## EXHIBIT A

### **B&A PROGRAMS HELD IN DISTRICT FACILITIES**

#### **Donley B&A Program: License Number DC330257956**

- Multipurpose Room/Cafeteria (including trash and recycling bins) and B&A storage room
- Gym
- Restrooms\* (depending on location of children)
- Playground
- Main entrance (attached vestibule)
- Vestibule security monitor & B&A doorbell
- Walkways/hallways and exits to playground and gym
- Phone system (access to phone line in B&A office)
- Mailbox in main office/teacher resource room for B&A staff
- Door key cards for outside doors and resource room & B&A storage room key

#### **Glencairn B&A Program: License Number DC330339729**

- Multipurpose Room/Cafeteria (including trash and recycling bins) and B&A storage room
- Gym
- Restrooms\* (depending on location of children)
- Playground
- Main entrance (attached vestibule)
- Vestibule security monitor & B&A doorbell
- Walkways/hallways and exits to playground and gym
- Phone system (access to phone line in B&A office)
- Mailbox in main office/teacher resource room for B&A staff
- Door key cards for outside doors and resource room & B&A storage room key

#### **Marble B&A Program: License Number DC330409694**

- Multipurpose Room/Cafeteria (including trash and recycling bins) and B&A storage room
- Gym
- Restrooms\* (depending on location of children)
- Playground
- Main entrance (attached vestibule)
- Vestibule security monitor & B&A doorbell
- Walkways/hallways and exits to playground and gym
- Phone system (access to phone line in B&A office)
- Mailbox in main office/teacher resource room for B&A staff
- Door key cards for outside doors and resource room & B&A storage room key

**Robert L. Green B&A Program: License Number DC330405066**

- Multipurpose Room/Cafeteria (including trash and recycling bins) and B&A storage room
- Gym
- Restrooms\* (depending on location of children)
- Playground
- Main entrance (attached vestibule)
- Vestibule security monitor & B&A doorbell
- Walkways/hallways and exits to playground and gym
- Phone system (access to phone line in B&A office)
- Mailbox in main office/teacher resource room for B&A staff
- Door key cards for outside doors and resource room & B&A storage room key

**Red Cedar B&A Program: License Number DC330393932**

- Multipurpose Room/Cafeteria (including trash and recycling bins) and B&A storage room (shared space with GSRP)
- Gym
- Restrooms\* (depending on location of children)
- Playground
- Main entrance (attached vestibule)
- Cafeteria entrance (Door #2)
- Walkways/hallways and exits to playground and gym
- Phone system (access to phone line in B&A office)
- Mailbox in main office/teacher resource room for B&A staff
- Door key cards for outside doors and resource room & B&A storage room key

**Whitehills B&A Program: License Number DC330405064**

- Multipurpose Room/Cafeteria (including trash and recycling bins) and B&A storage room
- Gym
- Restrooms\* (depending on location of children)
- Playground
- Main entrance (attached vestibule)
- Vestibule security monitor & B&A doorbell
- Walkways/hallways and exits to playground and gym
- Phone system (access to phone line in B&A office)
- Mailbox in main office/teacher resource room for B&A staff
- Door key cards for outside doors and resource room & B&A storage room key

Occasional use of the media center/library, STEAM room, and an individual classroom when the District has evening events (curriculum nights, science nights, movie nights and carnivals).

**Youth Basketball (December through March)**

Practices in Elementary School Gyms (Monday-Friday, 6-9 pm)

- Donley Elementary
- Glencairn Elementary
- Marble Elementary
- Red Cedar Elementary
- Robert L. Green Elementary
- Whitehills Elementary

Games in Elementary School Gyms (Saturday, 8 am-4 pm)

- Donley Elementary
- Whitehills Elementary

\*Restroom use includes toilet paper, soap, and paper towel to be provided by the District.








# ELPS Use of School Facilities Agreement FY2027-29

Final Audit Report

2026-06-17

Created:	2026-06-17
By:	Justin Drwencke (jdrwenc@cityofeastlansing.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWQeLdEIGMALcL1FRXjpySYxPv713ILtU

## "ELPS Use of School Facilities Agreement FY2027-29" History

-  Document created by Justin Drwencke (jdrwenc@cityofeastlansing.com)  
2026-06-17 - 1:47:10 PM GMT
-  Document emailed to Audrey Kincade (akincad@cityofeastlansing.com) for signature  
2026-06-17 - 1:47:15 PM GMT
-  Email viewed by Audrey Kincade (akincad@cityofeastlansing.com)  
2026-06-17 - 3:17:58 PM GMT
-  Document e-signed by Audrey Kincade (akincad@cityofeastlansing.com)  
Signature Date: 2026-06-17 - 3:18:25 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to John Newman (jnewman@cityofeastlansing.com) for signature  
2026-06-17 - 3:18:27 PM GMT
-  Email viewed by John Newman (jnewman@cityofeastlansing.com)  
2026-06-17 - 4:40:18 PM GMT
-  Document e-signed by John Newman (jnewman@cityofeastlansing.com)  
Signature Date: 2026-06-17 - 4:41:03 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.  
2026-06-17 - 4:41:03 PM GMT