

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is dated as of the Effective Date as set forth in Section 4.S below, and is by and between the Board of Education of Evanston/Skokie School District No. 65, Cook County, Illinois (the "School District"), and Chicago Therapy Collective, a non-profit organization (the "Consultant" or "Vendor").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

### SECTION 1. CONSULTANT.

A. **Engagement of Consultant.** The School District desires to engage the Consultant to perform and to provide all necessary professional consulting services (the "Services") as set forth in the Scope of Work (the "Scope") attached as Exhibit A to this Agreement. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement. The term of this Agreement shall be from the Effective Date until June 30, 2021 and may be renewed by mutual written agreement of the parties.

B. **Representations of Consultant.** The Consultant represents that it is sufficiently experienced and competent to perform the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature.

C. **Agreement Amount.** As compensation for administering the program, the School District will pay the Consultant the amounts set forth in the Scope to be paid in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The proposed expenses are set forth in Exhibit A to this Agreement. Any expenses that exceed \$500 shall be first approved in writing by the School District's Superintendent.

D. **Claim in Addition to Agreement Amount.** If the Consultant desires to make a claim for additional compensation because of action taken by the School District, the Consultant shall provide written notice to the School District of such claim within 15 days after occurrence of such action as provided by Section 4.F, Notice, of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Section. Any changes in the Agreement amount shall be valid only upon written amendment pursuant to Section 4.D, Amendment, of this Agreement. Regardless of the decision of the School District relative to a claim submitted by the Consultant, the Consultant shall proceed with all the work required to complete the Services under this Agreement as determined by the School District without interruption.

E. **Taxes, Benefits, and Royalties.** Each payment by the School District to the

Consultant includes all applicable federal, state, and municipal taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation because of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by the Consultant.

F. **Time of Performance.** The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the School District, as provided in Section 4.C.

G. **Reporting.** The Consultant shall regularly report to the School District's Superintendent, or the Superintendent's designee, regarding the progress of the Services during the term of this Agreement.

H. **Criminal Background Check.** *[THIS SECTION CAN BE REMOVED IF THE CONSULTANT WILL NOT BE AT SCHOOL DISTRICT PROPERTY WHEN STUDENTS ARE ON THE PREMISES.]* The Consultant shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the School District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Consultant shall make every employee who will be sent to any school building or school property available to the School District for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. The Consultant will reimburse the School District for the costs of the checks. The School District must provide a copy of the report to the individual employee, but is not authorized to release it to the Consultant.

I. **Replacement of Providers.** Upon the request of the School District, the Consultant shall replace any individual provider providing services to the School District with another qualified provider acceptable to the School District.

J. **Damage to Property.** In the event the School District's property is damaged by the Consultant, the Consultant shall, at the Consultant's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If the Consultant does not repair the damage within 14 days after receiving written notice from the School District, or a lesser time if the School District determines the damage creates an emergency situation, the School District may repair the damage and the Consultant shall reimburse the School District for the costs the School District incurs within 14 days after the School District provides a written invoice to the Consultant.

## **SECTION 2. CONFIDENTIAL INFORMATION-TRADEMARKS.**

A. **Confidential Information.** The term "*Confidential Information*" shall mean

information in the possession or under the control of the School District relating to the educational, employee, student record, technical, business, or corporate affairs of the School District; School District students, School District property; user information, including, without limitation, any information pertaining to usage of the School District's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement.

B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the School District. The Consultant may disclose Confidential Information if consented to in writing by the School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the School District of such potential release.

In addition, the Consultant shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 *et seq.*), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the School District. To protect the confidentiality of student education records, the School District will limit access to student education records to those employees who reasonably need access to them to perform their responsibilities under this Agreement.

C. **Return of Confidential Information and School District Property.** Upon the termination of this Agreement, the Consultant shall return all Confidential Information and other property, documentation, or records belonging to the School District to the Superintendent.

D. **FOIA.** As an independent contractor of the School District, records in the possession of the Consultant related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 *et seq.*; 5 ILCS 140/7(2). The Consultant, at the Consultant's cost, shall immediately provide the School District with any such records requested by the School District to timely respond to any FOIA request received by the School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Consultant refuses to provide a record that is the subject of a FOIA request to the School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the School District in any way, the Consultant shall reimburse the School District for all

costs, including attorneys' fees, incurred by the School District related to the FOIA request and records at issue.

**SECTION 3. INDEMNIFICATION AND INSURANCE.**

A. **Hold Harmless and Indemnification.** To the extent permitted by law, the Consultant shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the School District and its Board members, employees, and agents from and against all claims, actions, suits, judgments, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by the School District arising out of:

1. Any infringement (actual or claimed) of any patents, copyrights, or trade names because of any work performed or to be performed by the Consultant under this Agreement or because of anything to be supplied by the Consultant pursuant to this Agreement.
2. Bodily injury, including death, to any person or persons (including Consultant's employees and agents) or damage to or destruction of any property, including the loss of use thereof:
  - a. Caused in whole or in part by any act, error, or omissions by the Consultant.
  - b. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this Agreement.

B. Breach of this Agreement.

C. **Infringement.** The Consultant warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Consultant provides to the School District. The Consultant will defend, hold harmless, and indemnify the School District against any claims brought by a third party against the School District to the extent based on an allegation that that any of the Consultant's products infringe any U.S. patent, copyright, trademark, trade secret, or other proprietary right of a third party.

D. **Insurance.** During the term of this Agreement, the Consultant, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

1. Comprehensive general liability and property damage insurance, insuring against all liability of Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
2. Professional Liability Insurance with limits in the per claim amount of not less than

Two Million Dollars (\$2,000,000) and the annual aggregate of not less than Three Million Dollars (\$3,000,000);

2. Automobile liability Insurance with a combined single limit of One Million dollars (\$1,000,000);
3. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees; and
4. Sexual abuse and molestation insurance with a combined single limit of One Million dollars (\$1,000,000).
5. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. **The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District.** The Consultant shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the School District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the School District by certified mail, return receipt requested.

E. **No Personal Liability.** No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

#### **SECTION 4. GENERAL PROVISIONS.**

A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and the Consultant.

B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no School District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, the Consultant does not have any interest

that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **License and Assignment of Rights.** To the extent that the Consultant has intellectual property rights of any kind in any pre-existing works that are subsequently incorporated in any work or work product produced in rendering the Services, the Consultant hereby grants the School District a royalty-free, irrevocable, world-wide, perpetual, non-exclusive license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell, license, disclose, publish, or otherwise disseminate or transfer such subject matter. The Consultant further agrees that it will promptly make full written disclosure to the School District, will hold in trust for the sole right and benefit of the School District, and hereby assigns to the School District, or its designee, all right, title, and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which they may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, developed for the School District in the course of providing the Services during the Term. The Consultant further acknowledge that the inventions, original works of authorship, developments, concepts, know-how, improvements, or trade secrets which are made by the Consultant (solely or jointly with others) within the scope of and during the period in which the Consultant is retained by the School District are "works made for hire" (to the greatest extent permitted by applicable law) for which compensation is being paid to the Consultant pursuant to this Agreement. However, nothing in this agreement precludes the Consultant from retaining sole ownership of the overall project's original works.

D. **Termination.** Notwithstanding any other provision hereof, the School District may terminate this Agreement at any time upon 30 days prior written notice to the Consultant. If this Agreement is so terminated, the Consultant shall be paid for Services performed and reimbursable expenses incurred, if any, prior to termination, not exceeding the value of the Services completed.

D. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

E. **Assignment.** This Agreement may not be assigned by the School District or by the Consultant without the prior written consent of the other party.

F. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless

otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

Evanston/Skokie School District No. 65  
1500 McDaniel Ave.  
Evanston, IL 60201  
Attention: Superintendent

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Chicago Collective Therapy 5237 N. Clark Street Floor#2 Chicago, IL 60640
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G. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District.

H. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I. **Time.** Time is of the essence in the performance of this Agreement.

J. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal, State, or School District holiday.

K. **Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

L. **No Waiver.** The failure of either party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

M. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

N. **Authority to Execute.** Each individual signing this Agreement on behalf of the entity that constitutes the School District and the Consultant, represents and warrants that the individual is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding on the School District and the Consultant, as the case may be, in accordance with its terms.

O. **Survival of Terms.** Sections 2, 3, and any provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties to this Agreement.

P. **Exhibit.** Exhibit A is incorporated into and made part of this Agreement.

Q. **Captions.** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

R. **Counterparts.** This Master Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Master Agreement.

S. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

CONSULTANT

EVANSTON/SKOKIE SD # 65

By: Vanessa Sheridan  
Its: LEAD CONSULTANT

By: Devon Q. Horton  
Its: Superintendent or designee

Printed Name: VANESSA SHERIDAN

Printed Name: Devon Q. Horton

Date: 9/28/2020

Date: 10-28-20



**Exhibit A**  
**Scope**

# Get Trained

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**Building Inclusive Organizations**

**PREPARED FOR:**

**District 65**

**PREPARED BY:**

**Get Trained  
Team**

**DELIVERED ON:**

**September  
9th, 2020**



**CTC**

# Commencing Contract



**Dear Leadership of District 65,**

We look forward to delivering a comprehensive LGBTQIA+ training experience for all D65 staff! Attached is our final Scope of Work adjusted for the revised \$25,000 Budget and divided into Four Phases, 1) Key Policy and Procedure Review, 2) Staff Surveys, 3) Curriculum Development and Training, and 4) Learning Assessments, along with their associated timeline.

If you have any questions, please be in touch with me. I am here to coordinate all aspects of the project and ensure your district's training needs are met. You may reach me by phone at (952) 221-2957 or by email at [vanessa@vanessasheridan.com](mailto:vanessa@vanessasheridan.com). I look forward to embarking upon this journey with you.

Sincerely,

Vanessa Sheridan,

**Lead Trainer and Consultant  
Chicago Therapy Collective**

# Project Phases



1

## Key Policy & Procedure Review

**October - November 2020**

Review key policy and procedure documentation related to LGBTQ+ staff's support, inclusion, and equity within the organization.

- Collect and analyze relevant organizational documents
- Interview key staff leadership
- Create and present brief report on documents and suggestions to gender

2

## Staff Survey

**November 2020 - Mid-January 2021**

Create pre-engagement all-staff survey/questionnaire that assesses baseline LGBTQ+ awareness and knowledge.

- Develop all-staff survey/questionnaire and collaborate with D65 to distribute it
- Analyze findings' key themes
- Create and present findings to D65

3

## Curriculum Development and Training

**Mid-January - May 2021**

Create LGBTQ+ training curriculum and deliver LGBTQ+ trainings.

\*Strategically organized by staff role (e.g. HR/Diversity, ERGS, Teachers, Assistant Teachers, General Staff, Managers/Superintendents/Board Members, etc.)

- Customize content for trainings, including findings from staff surveys
- Deliver a series of trainings, all focused on helping to meet the discerned needs of the district

4

## Learning Assessment

**Early May and Early June 2021**

Collect learning assessment data from all training participants at two distinct intervals:

1) immediately following the training, and 2) one month later.

- Create post engagement learning tool to assess awareness, knowledge, and skills related to including, supporting and providing equitable experience for LGBTQ+ individuals within D65
- Create and present final report to D-65 Leadership

# TERMS & CONDITIONS



## WHAT OUR GET TRAINED TEAM PROVIDES:

- A 100% remotely accessible LGBTQ+ assessment, training and evaluation (outlined above)
- Lead Trainer and Consultant available October 2020 - June 2021 to coordinate logistics, present phase-specific findings, and check-in with D65 leadership as necessary
- Trainers and Consultants to execute project in a highly professional manner

\*All training materials remain the intellectual property of the Get Trained team to be used only with their approval and/or supervision (see Confidential Information Agreement).

## WHAT DISTRICT 65 PROVIDES:

- Access to and cooperation from key staff personnel to ensure successful execution of each phase of project
- Primary D65 Point Person/Project Manager for coordination of all necessary D65 activities
- Training rooms as required, fully AV capable
- Technological support in the form of computers, tablets, and internet access as required
- Release time for employees to complete their training

## CANCELLATION AND MODIFICATION:

- There will be no refund for cancellation of any phase of the project.
- Any changes to the scope of work and/or project budget require agreement and written addendum to this document between Get Trained Team and D65.

**Package Total: \$25,000**

**Payment Method:** Invoice from Get Trained, Chicago Therapy Collective

**Due:** October 1st, 2020

SIGNATURE

(Print) \_\_\_\_\_

A handwritten signature in black ink that reads 'Vanessa Sheridan'. The signature is fluid and cursive, with the first name 'Vanessa' being more prominent than the last name 'Sheridan'.

Vanessa Sheridan

Lead Trainer and Consultant, Get Trained  
Chicago Therapy Collective



## Confidential Information Agreement

1.1 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

1.2 District 65 agrees that all assessment tools, learning materials, training curriculum and specialized training pedagogy are considered Confidential Information owned by Chicago Therapy Collective's Training Team. Chicago Therapy Collective agrees that all information regarding policies and procedures, personnel, and assessment findings pertaining to District 65 are considered Confidential Information. Assessment findings produced by Chicago Therapy Collective are considered products made for District 65's ownership and free use.

1.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, Chicago Therapy Collective or District 65, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

1.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Agreement, the non-breaching party may request a good faith mediation between parties to air grievances and explore solutions. This mediation is to be facilitated by an agreed upon third party mediator. If third party mediation fails to resolve differences, either party may request an arbitration committee consisting of an equal number of representatives from each party to identify further solutions with a new mediator.