

TRAINING AND CONSULTING SERVICES AGREEMENT

THIS TRAINING AND CONSULTING SERVICES AGREEMENT ("*Agreement*") is made and entered into by and between Paraclete Partnerships, LLC ("*Paraclete*"), an Illinois limited liability company, and Oak Park and River Forest High School, an educational racial equity professional development partner, ("*Client*"), acting on behalf of itself and the affiliated entities identified below (each, an "*Affiliate*," collectively, the "*Affiliates*"), and is effective as of August 4th, 2020 (the "*Effective Date*").

1. PARACLETE'S OBLIGATIONS

1.1 Services. Paraclete and/or employees or agents of Paraclete ("*Personnel*") shall perform the services (the "*Services*") as requested by Client or an Affiliate, from time to time. Each time Client or an Affiliate engages Paraclete to perform Services, Client or the engaging Affiliate shall enter into a statement of work with Paraclete in the form and format attached here to as Exhibit A (each, an "*SOW*") in accordance with the terms of this Agreement.

1.2 Time and Manner of Performance.

(a) Paraclete shall ensure that only qualified Personnel perform Services under this Agreement, and that such Personnel shall perform Services in a professional and workmanlike manner in substantial compliance with applicable standards.

(b) Paraclete will designate a lead consultant to manage the Services and a core group of consultants to provide the Services. Paraclete will use its best efforts to maintain continuity in the project team, but Client agrees that Paraclete may change such Personnel from time to time.

(c) Paraclete shall determine the method, details, and means of performing the Services, subject to the standards set forth in this Agreement and the SOW and the approval of Client.

2. COMPENSATION

2.1 Payment. Client agrees to pay, or cause the applicable Affiliate to pay, fees for Services and to reimburse Paraclete for expenses as set forth in Exhibit A. When Paraclete is performing Services pursuant to an SOW with an Affiliate, Paraclete shall submit invoices for such fees and expenses to the Affiliate. Such Affiliate shall remit payment to Paraclete within thirty (30) days after receiving an invoice. Client agrees to disburse payments according to the following schedule: the first half of the programming fee will be disbursed within thirty (30) days after the first CARE professional development session on August 13th, 2020; half of the remainder of the programming fee will be disbursed on December 18th, 2020; and the final amount of the programming fee will be paid within thirty (30) days of the last Friday school day of 2nd semester.

2.2 Sole Compensation. Paraclete agrees that the compensation, as specified above, is the sole and exclusive compensation for Services provided pursuant to this Agreement.

3. TERMINATION

3.1 Term. This Agreement commences as of the Effective Date of this Agreement, and remains in force until Paraclete completes performance of the Services, Client stops using the Curriculum, or Paraclete terminates this License pursuant to the terms herein, whichever happens first.

3.2 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of thirty (30) days' prior written notice.

3.3 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within ten (10) days after written notice of such breach is given by the non-breaching Party.

3.4 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. In the event this Agreement is terminated, Client shall pay, or cause the applicable Affiliate to pay, Paraclete all fees and expenses associated with the Services rendered through the termination date,

and Paraclete shall refund any unearned fees previously paid by Client or an Affiliate. Upon termination of this Agreement, Client will (i) return all copies of the Curriculum to Paraclete without demand or notice, and (ii) permanently delete or destroy all copies of the Curriculum in its possession and submit to Paraclete a sworn affidavit signed by Client or its Affiliate attesting to such destruction.

4. LICENSE

4.1 **License.** Client acknowledges and agrees that Paraclete shall have sole title to and exclusive ownership of all curriculum, reports, models, deliverables, and other work product (collectively, the "*Curriculum*") that Paraclete provides to Client. Paraclete grants to Client or its Affiliate, where appropriate, a non-exclusive, terminable, limited license to use the Curriculum for the duration and number of users identified on Exhibit A (the "*License*"). The license granted herein does not grant any rights in material licensed from other companies that Paraclete merely possesses a license to use and distribute. The licenses granted herein are non-transferrable and Paraclete retains title and exclusive ownership of any and all versions of the items licensed hereby. Any purported sale, assignment, transfer, or sublicense without such consent will be null and void ab initio, and will automatically terminate this Agreement. Client shall have no fair use claim or defense to any use of the Curriculum outside the parameters of this Agreement.

4.2 **Limitations on Use.** Client agrees that it will use the Curriculum only in its own business, and not directly or indirectly for the use or benefit of anyone other than Client, and only pursuant to the scope of the grant of the licenses set forth herein. Client will not copy, alter, modify, publish, display, or otherwise use the Curriculum in a manner that would be adverse to the rights in the Curriculum held and exclusively owned by Paraclete. Client will not create any derivative works of the Curriculum. Client will not obscure or remove any copyright or trademark notices contained within the Curriculum.

4.3 **Remedies.** Client agrees that the limitations and obligations in Section 4 are reasonable to protect Paraclete's legitimate and protectable business interests in the Curriculum and that Paraclete would suffer irreparable harm if the covenants were violated. Paraclete and Client acknowledge that, if a violation of any provisions contained in this Section 4 is not remedied within ten (10) days after notice to Client, Paraclete shall be entitled to preliminary and permanent injunctive relief without having to prove actual damages or immediate or irreparable harm or to post a bond. Paraclete shall also be entitled to an equitable accounting of any earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which Paraclete may be entitled in law or equity. Client further acknowledges that given the immediate harm caused by an unauthorized disclosure that the Paraclete shall recover as liquidated damages and not as a penalty the sum of \$250,000 (Two Hundred Fifty Thousand Dollars), and Client agrees that such liquidated damages award is reasonable given the nature and business of Paraclete and the harm to it should this Section 4 be violated. If a court determines that any provision of this Section 4 is unreasonably broad, such provision shall not be declared invalid but rather shall be reformed to the extent that it shall be deemed reasonable and to the extent allowed by such court.

4.4 **Acknowledgment of Ownership.**

(a) Client recognizes and acknowledges that Paraclete is a senior user and holder of all intellectual property rights in the Curriculum and all parts thereof, including but not limited to all patent, trademark, copyright, and trade dress rights.

(b) Client shall notify Paraclete of the existence of any claim for infringement or unfair competition involving the Curriculum promptly after being advised thereof. The defense, settlement and handling of such claim for infringement or unfair competition shall be as determined by Paraclete in its sole discretion. Client will affirmatively cooperate with Paraclete in any legal or equitable action that Paraclete may undertake to protect any of its rights in connection with the Curriculum

(c) The Curriculum and any goodwill associated therewith are and shall at all times remain the property of Paraclete. Any use of the Curriculum by Client before or after execution of this Agreement, and all goodwill generated by use of the Curriculum shall inure to the benefit of Paraclete.

(d) Client shall not contest or challenge the validity of any intellectual property rights asserted by Paraclete in the Curriculum or the ownership thereof by Paraclete. Client agrees not to contest any rights of Paraclete in the Curriculum, including any applications or registrations thereof.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

5.1 Mutual Indemnification. Each Party shall defend, indemnify, and hold the other Party harmless for, from, and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys' fees and costs, incurred by the indemnified Party and arising out of or resulting from any: (a) performance under this Agreement; (b) breach of this Agreement; or (c) violation of Laws, by the indemnifying Party or the indemnifying Party's employees or agents. This Section 5.1 shall not apply to any action brought by one Party against the other Party.

5.2 Client Indemnification. Notwithstanding Section 5.1, Client will indemnify and hold Paraclete harmless against any claims incurred by Paraclete arising out of or in conjunction with Client's use of the Curriculum, as well as all reasonable costs, expenses and attorneys' fees incurred therein.

5.3 Limitation of Liability.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PARACLETE TO THE CLIENT, AND ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, ATTENDEES, STUDENTS, OR OTHER PERSONS TO WHICH SERVICES MAY BE RENDERED, FOR OR ARISING OUT OF, OR RELATING TO, THE SERVICES OR THE RELATIONSHIP OF THE PARTIES EXCEED THE AMOUNT INVOICED BY PARACLETE AND PAID BY CLIENT AS THE PURCHASE PRICE OF ANY SERVICES RENDERED UNDER THIS AGREEMENT. FURTHERMORE, IN NO EVENT SHALL PARACLETE HAVE ANY LIABILITY TO THE CLIENT FOR ANY OTHER SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. NOTWITHSTANDING THE OTHER PROVISIONS OF THIS SECTION 5.3, THE LIMITATIONS AND OTHER TERMS OF THIS SECTION DO NOT APPLY TO (1) ANY GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD BY EITHER PARTY; OR (2) EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.

6. MISCELLANEOUS PROVISIONS

6.1 Assignment. Client may not assign Client's rights or obligations under this Agreement without Paraclete's prior written consent.

6.2 Counterparts; Signatures. This Agreement and any SOW may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink, this Agreement and any SOW may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement or any SOW shall be similarly executed by the Parties.

6.3 Dispute Resolution. In the event of any dispute or claim arising out of or related to this Agreement (each, a "*Dispute*"), the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "*Dispute Notice*"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be agreed upon by the Parties in writing), the Parties shall submit such Dispute for resolution in Cook County, Illinois. The Parties waive any claims to this being an improper forum, and consent to jurisdiction therein. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which that Party may be entitled. All disputes shall be governed by the laws of the State of Illinois.

6.4 Equitable Relief

6.5 Entire Agreement; Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement and any SOW may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

6.6 **Independent Contractor.** The Parties shall at all times be independent contractors in performing under this Agreement.

6.7 **No Conflicting Obligations.** The Parties represent and warrant that each is not a party to any arrangement that may materially interfere with the other Party's obligations under this Agreement.

6.8 **Notices.** Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (e.g., FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third business day following the date of deposit with the United States Postal Service; or (d) via electronic mail, read receipt acknowledged, in which case such notice shall be deemed given on the day the notice email is read.

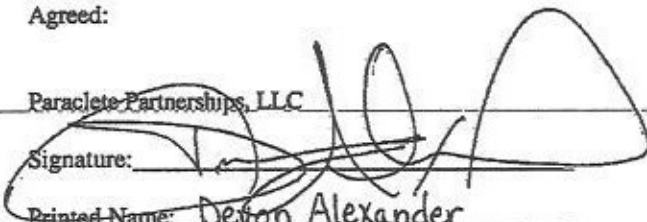
6.9 **Non-Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

6.10 **Confidentiality.** Each party acknowledges that in the performance of its obligations, it may have access to information belonging to the other party and its respective affiliates, subsidiaries, direct and indirect parent entities and subsidiaries and affiliates of such parents, or the customers or clients of such entities, which is proprietary, private and highly confidential ("Confidential Information"). The receiving party agrees not to disclose to any third party any such Confidential Information to which the receiving party may have access without the written consent of the disclosing party. Confidential Information for purposes hereof shall include any and all documents, data, software, agreements, policies, customer or vendor lists, customer or vendor data, articles, daily planners and other content and any other information which relates to a party or its affiliates stated above, or one of its vendor's, data processing, research and development, trade secrets or business affairs, but does not include: (i) written information legally acquired by the receiving party on a non-confidential basis prior to negotiations leading to this Agreement. (ii) information which is or becomes a matter of public knowledge, and (iii) information which is or becomes available to the receiving party from third parties who in making such disclosure breach no confidentiality obligation. In any event, with respect to marketing, operational, financial, statistical, technical, and personnel data relating to a party's business which is confidential, is clearly so designated, and which is submitted to the other party, the receiving party will keep such information confidential until such information has become public knowledge.

6.11 **Severability.** If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect

Agreed:

Paraclete Partnerships, LLC

Signature: 


Printed Name: Devon Alexander

Title: President

Date: 08/06/2020

Oak Park and River Forest High School

Signature: 

Printed Name: 

Title: 

Date: 8-11-2020

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("**SOW**") is made pursuant to the Training and Consulting Services Agreement, entered into by and between Oak Park and River Forest High School ("**Client**") and Paraclete Partnerships, LLC ("**Paraclete**") (collectively, the "**Master Agreement**").

1. **Affiliate Information.** The following Client affiliated entity ("**Affiliate**") is a party to this SOW:

a. Name of Client Affiliate	Oak Park and River Forest High School
b. Affiliate contact's name and title	[REDACTED]
c. Affiliate's address for invoices	201 N. Scoville Ave., Oak Park, IL 60302

2. **Services and Fee Description.** Client/Affiliate shall participate in one of the following events to be conducted by Paraclete (the "**Event**") and shall pay Paraclete at the following accompanying rate:

- Racial Equity Action Research Professional Development Programming, including 2 racial equity engagement surveys. One survey will be administered during 1st semester, and the other survey will be administered during 2nd semester prior to the CARE sessions end date. - \$5,000.00
- Racial Equity Action Research Team Leader Development Coaching - \$5,000.00

3. **Schedule.** The Event identified in Section 2 above in which Affiliate shall participate shall be conducted during the following date(s) and time(s), and at the following location(s):

4. **Payment.** Paraclete shall invoice Affiliate for conducting the Event in accordance with the terms of the Master Agreement. Upon receipt of such invoice, and in consideration for conducting the Event, Affiliate shall pay Paraclete at the applicable rate set forth in Section 2 above and, if applicable, shall reimburse any travel-related expenses identified in Section 5 below. To the extent applicable, Paraclete shall provide documentation of any such travel-related expenses, including receipts, with such invoice but in any event no later than 30 days after the Event.

5. **General Terms and Conditions.**

- (a) This SOW is subject to all the terms and conditions of the Master Agreement, and the parties to this SOW shall perform their obligations hereunder in accordance with such terms and conditions.
- (b) Any capitalized terms used in this SOW and not defined herein shall have the meaning assigned to them in the Master Agreement.
- (c) This SOW shall be deemed incorporated into the Master Agreement; provided that in the event of any conflict between the terms of the Master Agreement and the terms of this SOW, the terms of the Master Agreement shall prevail.

Client/Affiliate

By: [REDACTED]

Print: [REDACTED]

Title: [REDACTED]

Date: 8/24/2020

Paraclete

Signature: [Signature]

Print Name: Dean Alexander Title: President

Date: 08/13/2020