

OAK PARK AND RIVER FOREST  
HIGH SCHOOL DISTRICT No. 200

Professional Services Contract

This Agreement is made by and between Oak Park and River Forest High School District No. 200, an Illinois unit of local government ("School District") and the professional Service provider ("Provider") named below, on the date hereinafter set forth.

In consideration of the recitals and the mutual covenants set forth in the Agreement, the parties agree as follows:

SECTION 1. RECITALS

The School District desires to obtain the Services of the Provider identified below to provide the Services and perform the work described below for the fee hereinafter set forth:

Service Provider: Umoja Student Development Corporation  
Contact Person: [REDACTED]  
Address: [REDACTED]  
Telephone: [REDACTED]  
Email: [REDACTED]

**Brief Description of Services:**

Professional Development:

- Advanced Circle Practice Workshops for Year 1 Cohort
- Circle Intensive Course for TCT leaders
- Foundational RJ Course for English department

Customized Support:

- Consulting and thought-partnership for Dean Team via bi-weekly meetings
- Interdepartmental Team Coaching

**Time Period of Work:** August 22, 2019 - June 20, 2020

**Fee/Rate:**

- Advanced Circle Keeping Training for Year 1 Cohort, \$4,500
- Circle Intensive Course for TCT leaders, \$6,000
- Foundational RJ Course for English department, \$6,250
- Consulting and thought-partnership for Dean Team via bi-weekly meeting, 14 hrs, \$4,200
- Interdepartmental Team Coaching, 14 hrs, \$4,200

Contract Administrator: \_\_\_\_\_

- A. **Representations by Provider.** The Provider represents that it is qualified to provide the Services called for in this Agreement, and has, or its personnel have the required education, training, skills, equipment, licenses and certifications necessary to perform the work.
- B. **School District Authority.** The School District represents that it has the authority to enter into this Agreement, that funds have been appropriated to pay for the work to be performed and that the person executing this Agreement is authorized by the Board of Education to represent its interests.

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SECTION 2. SCOPE OF SERVICES

- C. Retention of the Service Provider. The School District retains the Provider to perform, and the Provider agrees to perform, the work described in Section 1A of this Agreement ("Services"), subject to the terms and conditions of this Agreement.
- D. Commencement. The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District as described in Section 1A of this Agreement.
- E. Direction. The Provider shall receive and follow instructions regarding the work from the Director of Pupil Personnel Services (Contract Administrator); provided, however, that no agency nor employment relationship shall be created by such instructions, and Provider shall in all respects function as an independent contractor.

SECTION 3. COMPENSATION

- A. Amount to be Paid. The amount billed by Provider for the Services called for in this Agreement shall not exceed the rate set forth in Section 1A of this Agreement.
- B. Invoices and Payment. The Provider shall submit invoices in an approved format to the School District for fees earned and compensable costs, if any, incurred in performing this Agreement. The School District shall pay the amount billed within 45 days following approval of each invoice for payment.
- C. Records. The Provider shall maintain records showing actual time devoted to performance of the work called for in this Agreement, and shall permit the authorized representative of the School District to inspect and audit all data and records of the Provider for work done under this Agreement. The records shall be made available to the School District at reasonable times during the Agreement period and for three years following termination of the Agreement.
- D. Taxes, Benefits and Royalties. The Provider shall be responsible for any and all federal, state and local taxes, of any kind, applicable to the services provided, and any taxes, contributions, premiums for unemployment insurance and FICA arising from the services provided. Furthermore, the Provider shall be responsible for fees related to the use of any patented, copyrighted or trademarked material, equipment, tool, supplies, devices, processes or inventions used in the provision of services to the School District. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fees is hereby waived and released by Provider.

#### SECTION 4. PERSONNEL; SUBCONTRACTORS

- A. **Personnel.** This Agreement is for Services of the Provider named Umoja Student Development Corporation. The School District intends and expects that the Services called for by this Agreement shall be provided by said person(s) and by no other. The assignment of said person(s) by Provider to perform the work is an express condition of this Agreement, and no substitution of personnel shall be acceptable except as agreed upon between the School District and the provider.
- B. **Availability of Personnel.** Provider warrants that it has personnel available and qualified to perform the Services called for in this Agreement, on the schedule specified, if any.
- C. **Subcontractors.** The Provider shall perform the work with its own personnel and under the management, supervision and control of its own organization. No subcontractors shall be called upon to perform any part of the work without express written approval of the School District. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by the Provider or employees of Provider. The term "Provider" shall include any authorized subcontractor and every subcontract shall be deemed to include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel or Subcontractors.** If in the assessment of the School District, if the Provider's personnel or subcontractors fail to perform the services in a manner satisfactory to the School District based on the performance requirements identified in Section 1A, the School District Contract Administrator will provide notification to the Contact Person of the Provider regarding the unsatisfactory performance. Upon such notification, the Contact Person of the Provider will assess the allegations and discuss with the Contract Administrator resolution of the unsatisfactory performance. If the allegation is founded and a satisfactory resolution to the complaint is unable to be agreed upon by both parties, the School District may give notice for immediate removal and replacement of such personnel or subcontractor. If Provider fails to so remove or replace, the School District may bar any such person from access to any School District property or facility and cause replacement with a person or subcontractor of its own choosing, at Provider's expense. The Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for any delay of the work as a result of any such removal or replacement.
- E. **Background Check.** By the execution of this Agreement, the Provider warrants that the Provider and any of the Provider's personnel or subcontractors who will or may enter upon School District grounds or facilities, or come into contact with students or School District employees, shall have undergone a criminal background investigation and shall have been determined not to have committed any offense described in 105 ILCS 5/10- 21.9(c).

## SECTION 5. CONFIDENTIAL INFORMATION

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the School District relating to the technical, business or corporate affairs of the School District; student records; School District property; user information, including without limitation, any information pertaining to usage of the School District's computer system, including without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the terms and conditions of this Agreement. School District Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Provider from a source other than the School District prior to the time of disclosure of that information to the Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Provider or the School District; or (iv) to have been supplied to the Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the School District to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Provider.** The Provider acknowledges that it may, in performing the Services for the School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Provider shall hold confidential all confidential information and shall not disclose or use such Confidential Information without express prior written consent of the School District. The Provider shall use reasonable measures at least as strict as those the Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and independent contractors of the Provider to execute a nondisclosure agreement before obtaining access to confidential information.
- C. **Proprietary Information of Provider.** The School District agrees that it will not disclose any proprietary information of the Provider which it may acquire during the term of this Agreement, to any person or entity other than as may be necessary to the performance or administration of the Agreement or as required by law, provided that such information has been expressly identified by the Provider as proprietary information.

## SECTION 6. WARRANTY, INDEMNIFICATION AND INSURANCE

- A. **Warranty of Services.** The Provider warrants that the Services shall be performed in accordance with the current industry standards of professional practice, care, and diligence practiced by recognized firms in performing Services of a similar nature in existence at the Time of Performance. The Warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the School District.
- B. **Indemnification.** The Provider shall indemnify, save harmless, and defend the School District, its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively, "Claims") that may arise, or be alleged to have arisen out of or in connection with the Provider's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and warranties set forth in this Agreement.

- C. **Insurance.** Provider shall, during the term of this Agreement, maintain in effect insurance policies for general comprehensive liability, automobile liability, professional liability, workers' compensation, unemployment and employee health benefits. Contemporaneous with the Provider's execution of this Agreement, the Provider shall provide certificates and policies of insurance, all with coverage and limits acceptable to the School District, and evidencing minimum insurance coverage and limits of not less than \$1 million/\$3 million, or as set forth in Appendix C to this Agreement. GCL, auto and professional policies shall provide coverage for "occurrences" during the term of the policy and not for "claims Made." All such policies shall name the School District, its officers, trustees, employees, and volunteers as additional insureds. For good cause shown, School District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the School District may impose in the exercise of its sole discretion. Such certificates and policies shall be in a form acceptable to the School District and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide. Such insurance policies shall provide that no material change in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the School District. The Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Provider's expense, the insurance coverage provided above.
- D. **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 Provider as the result of the execution of this Agreement.

#### SECTION 7. GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Provider shall act as an independent contractor in providing and performing the Services. Nothing in or done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the School District and Provider; or (ii) to create any relationship between the School District and any subcontractor of the Provider.
- B. **Conflict of Interest.** The Provider represents and certifies that, (i) to the best of its knowledge, (ii) no School District employee or agent is interested in the business of the Provider or this Agreement; (iii) as of the date of this Agreement neither the Provider nor any person employed or associated with the Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iv) neither the Provider nor any person employed by or associated with the Provider 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. **No Collusion.** The Provider represents and certifies that the Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-

42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the School District prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Provider shall be liable to the School District for all loss or damage that the School District may suffer, and this Agreement shall, at the School District's option, be null and void.

- D. **Sexual Harassment Policy.** The Provider certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the School District or the provider may terminate this Agreement at any time upon 30 days prior written notice. In the event that this Agreement is so terminated, the Provider shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed determined on the basis of the rates set forth in this Agreement. Any unearned portion of any payment shall be returned to the School District within 30 days.
- F. **Term.** The term of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the School District determines that all of the Services under this Agreement are completed, or on such other date as may be set forth in Section 1A hereto. A determination of completion shall not constitute a waiver of any rights or claims, which the School District may have or thereafter acquire with respect to any breach hereof by the Provider.
- G. **Non-Discrimination.** In all hiring or employment by the Provider pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Provider agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any Services or activities made possible by, or resulting from, this Agreement.
- H. **Default.** If it should appear at any time that the Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the Provider's receipt of written notice of such Event of Default from the School District, then the School District shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
  - 1. **Cure by Provider.** The School District may require the Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default and to take any or all other action necessary to bring the Provider and the Services into compliance with this Agreement.
  - 2. **Termination of Agreement by School District.** The School District may terminate this Agreement with the submission of a 30 day written notice to the provider without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by School District.** The School District may withhold from any payment, whether or not previously approved, or may recover from the Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Provider or as a result of actions taken by the School District in response to any Event of Default by the Provider.
- I. **No Additional Obligation.** The Parties acknowledge and agree that the School District is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Provider, or with any vendor solicited or recommended by the Provider.
- J. **Agreements with Vendors.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Provider to vendors shall be subject to the approval of the School Board. The School District shall not be liable to any vendor or other third party for any agreements made by the Provider purportedly on behalf of the School District, without the knowledge and approval of the School Board.
- K. **Mutual Cooperation.** The School District agrees to cooperate with the Provider in the performance of the Services, including meeting with the Provider and providing the Provider with such non-confidential information that the School District may have that may be relevant and helpful to the Provider's performance of the Services. The Provider agrees to cooperate with the School District in the performance of and the completion of the Services and with any other Providers engaged by the School District.
- L. **News Releases.** The Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Contract Administrator.
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.

#### SECTION 8. GENERAL PROVISIONS.

- A. **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.
- B. **Assignment.** This Agreement may not be assigned by the School District or by the Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by



certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. 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. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

[REDACTED]  
Oak Park and River Forest  
High School District  
201 N. Scoville Ave  
Oak Park, IL 60302  
Phone: 708-434-3706  
Fax: 708-434-3910  
E-mail: [REDACTED]

with a copy to:

Robbins Schwartz  
55 W. Monroe St. Suite 800  
Chicago, IL 60603 Attention: [REDACTED]  
E-mail: [REDACTED]  
Phone: 312-332-7760  
Fax: 312-332-7768

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

Name: [REDACTED]  
Company Name: Umoja Student Development Corporation  
Address: [REDACTED]  
60607  
Phone: [REDACTED]  
Email: [REDACTED]

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Provider shall be made or be valid against the School District.
- F. **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.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Law.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the School District and the Provider with respect to the Services.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Appendixes.** Appendixes A, B and C, if attached hereto, are incorporated in and made a part of this Agreement. In the event of a conflict between the Appendix and the text of this Agreement, the text of the Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.
- M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED this day of August 22, 2019.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SERVICE PROVIDER

By: Karen K. Soldati  
Title: CEO