

CICERO SCHOOL DISTRICT 99 GENERAL TERMS AND CONDITIONS

This Terms and Conditions ("Agreement") is entered into between the Board of Education of Cicero School District 99 ("District") and Breathe for Change for the provision of Professional Development services. For convenience, the District and Contractor will be referred individually as a "Party" and collectively as the "Parties". This Agreement governs the relationship of the Parties in relation to the Services and supersedes and replaces all of the conflicting terms contained in any prior agreements, terms and conditions, purchase orders, or otherwise entered between the Parties.

1. **Pricing; Quantity; Description of Services.** These terms shall be interpreted as outlined in Exhibit A, referenced below and attached hereto.
2. **Standard of Care.**
 - a. Contractor represents that the Services performed under this Agreement will be performed with the care and skill ordinarily exercised under similar conditions in the same or similar location.
 - b. Contractor shall be liable to the District for any and all damage to District owned property when providing the Services.
3. **Insurance.** Contractor represents that it maintains workers compensation insurance, employer's liability insurance, and commercial general liability insurance, each with coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
4. **Indemnification.** Contractor agrees to indemnify, hold harmless, and defend the District, its officials, officers, the Board of Education, directors, agents, attorneys, employees and representatives from and against any loss, damage, injury, claim, or liability arising from and to the extent caused by the acts or omissions of the Contractor, its agents or subcontractors, including but not limited to damages for breach of this Agreement.
5. **Termination.**
 - a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if the substantial failure has been remedied before expiration of the seven (7) day notice period.
 - b. This Agreement may be terminated without cause by the District upon at least thirty (30) days' written notice.
 - c. In the event of termination, Contractor shall be paid for only the Services performed prior to the termination date set forth in the notice of termination. The District shall not be liable for any lost profits or other expenses incurred by Contractor.
6. **Force Majeure.** Neither party shall be in default of this Agreement to the extent that any delay or other failure to perform results from causes beyond the party's reasonable control including, without limitation, acts of God or the government, acts of war, pandemic, sabotage or terrorism, labor disputes, strikes, vandalism, fires, floods, and severe weather conditions ("*force majeure*"). The party claiming force majeure shall notify the other party

promptly of the occurrence of such event, followed by written notification within five (5) business days of providing the original notice.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois regardless of conflict of law principles. Both parties agree that the exclusive venue for any claim, controversy, or litigation arising from this Agreement shall be Cook County, Illinois.
8. **Compliance with Laws.** All labor furnished by Contractor and its subcontractors, if applicable, shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Illinois Human Rights Commission, the Illinois Department of Human Rights, EEOC, the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, and all applicable Cook County ordinances, or regulations (collectively, the "Laws").

Should Contractor come into possession of student data and/or records, it agrees that it shall maintain the confidentiality of the data and/or records in accordance with the Illinois School Student Records Act (105 ILCS 10/), Family Educational Rights and Privacy Act (20 U.S.C. §1232g), any other applicable federal and/or state laws and regulations, and District 99 policies. If such situation arises, Contractor is deemed to be a school official for the purpose of performing under this Agreement.

9. **Relationship of the Parties.** It is understood, acknowledged and agreed by the Parties that the relationship of Contractor to the District arising out of this Agreement shall be that of an independent contractor.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior oral or written agreements or understandings, if any. Any changes or modifications to this Agreement shall be in writing executed by the duly authorized representatives of the Parties. The terms of this Agreement shall control over the terms of any Contractor's agreement(s).
11. **Assignment.** This Agreement may not be assigned by Contractor without the express written consent of the District.
12. **Severability.** If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.
14. **Authority.**
 - a. The District and Contractor represent and warrant that the undersigned has the authority to bind each respective Party.
 - b. To the extent applicable, the District and Contractor represent and warrant that this Agreement has been formally approved by each Party's governing body and in accordance with applicable law