

**AGREEMENT FOR THE PROVISION OF**

**[Insert]**

THIS AGREEMENT (“Agreement”) is entered into between \_\_\_\_\_ (“Contractor”) and The Board of Education of Cicero School District 99 (the “District”), with the following facts:

- A. The District required [insert] and therefore issued a Request for Sealed Bids for [insert] dated [DATE] (the “Bid Specifications”).
- B. The Contractor submitted a response to the Bid Specifications dated [DATE] (the “Bid”), to provide the requested [insert] sought by the Bid Specifications.
- C. The parties now desire to enter into this Agreement whereby Contractor agrees to supply all services necessary to fulfill the requirements set forth in the Bid Specifications and Contractor’s Bid and the District agrees to its obligations set forth herein.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. The Agreement**

Incorporation of Documents by Reference. The object of this Agreement is to formalize in one document the complete agreement between the parties, and to do so by specifically incorporating by reference into this Agreement, the Bid Specifications including all attachments and exhibits, addenda to the Bid Specifications (if any), and, the Bid and other related documents. Hereinafter referred to collectively as “Contract Documents.”

**2. Order of Precedence**

As noted above, the Contract Documents include the following:

- (a) This Agreement
- (b) Exhibit A to this Agreement – the Bid Specifications including all attachments and exhibits and addenda (if any); and
- (c) Exhibit B to this Agreement – the Contractor’s Bid and other related documents.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (a) to (c). Where there is no conflict between any of the terms and conditions contained in the Contract Documents, each of the Contract Documents shall have independent significance and be binding upon both parties.

**3. Term; Termination**

The initial term of this Agreement shall commence on [DATE] and end on [DATE]. This Agreement shall not automatically renew.

In the event that the Contractor at any time fails to comply with, fully perform, and/or strictly adhere to any covenant contained herein to be performed by the Contractor, its agents, employees, or otherwise, the District shall give 48 hours’ notice in writing to the Contractor of such failure. In the event the Contractor does not remedy such failure within three (3) business days from the receipt of such notice, except if such failure be impossible

to remediate due to a force majeure, as outlined in Section 14 herein, this contract may be terminated at the option of the District. Such termination being effective immediately upon receipt of the Notice of Termination. Following termination, the Contractor shall remain liable for any cost to the District for these services for the remainder of the term of this Agreement. Failure of the District to exercise its right under this paragraph does not preclude any subsequent right to exercise at a later date.

Either party can terminate with or without cause at any time with thirty (30) days prior written notice.

**4. Contractor Services**

Contractor agrees to coordinate such services, as outlined in the Bid Specification attached hereto as Exhibit A, and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such services pursuant to this Agreement are sometimes referred to herein as the "Services."

**5. Fees for Service; Payment**

Contractor shall be paid the agreed sum based on fees outlined on Exhibit B. Contractor shall only be paid for Services provided. Contractor shall submit detailed invoices, and any other documentation requested by the District, related to the provision of the Services on a monthly basis. All payments shall be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**6. Compliance with Laws**

Contractor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules.

**7. Contractor Personnel; Background Checks**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. Contractor further agrees to ensure that all employees, agents, contractors, and/or subcontractors comply with District 99 Board Policies and those requirements contained in this Agreement.

Contractor further acknowledges that any and all of its agents, employees, or representatives who will have direct, daily contact with District students will need to be fingerprinted and subjected to criminal history and background checks through the Illinois State Police and Federal Bureau of Investigations, as detailed in the Illinois Code 105 ILCS 5/10-21.9, prior to commencing any work under this Agreement. Contractor will provide the necessary information needed to administer the required background checks to the District prior to commencing any work under the Agreement.

District shall, in its sole discretion, determine whether any agent, employee, or representative of Contractor is eligible to perform Services for the District. Only those agents, employees, or representatives of Contractor approved by District shall perform Services for the District. District may revoke approval of any agent, employee, or representative of Contractor at any time.

**8. Contractor Insurance**

The Contractor agrees that it shall at all times that the Contract remains in effect maintain insurance coverage in the types and amounts specified in the Bid Specifications.

**9. Damage to Property**

In the event Contractor damages the District's property, the Contractor shall, at the Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage.

If Contractor does not repair such damage within fourteen (14) days after receiving written notice from the District, or such lesser time if the District determines the damage creates an emergency situation, the District may repair the damage and the Contractor shall reimburse the District for the costs the District incurs within fourteen (14) days after the District provides a written invoice to the Contractor.

**10. Independent Contractor**

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

**11. Assignment of Contractor's Rights**

No assignment and/or subcontracts shall be made without prior written approval from District.

**12. Indemnity of the District**

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service

provider or the subcontracted providers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted providers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

**13. Notices; Direct Communication Representative**

All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District:

Cicero School District 99  
Attn: Assistant Superintendent of Business Affairs/CFO/CSBO  
5110 W. 24<sup>th</sup> St., Cicero, IL 60804  
708.863.4856  
rtarullo@cicd99.com

To Contractor:

Name:  
Address:  
Phone:  
Email:

Notice of change of address shall be given by written notice in the manner detailed in this Section 13.

The Assistant Superintendent of Business Affairs/CFO/CSBO may designate a person or persons on staff in the District to be responsible for direct communication between the District and the Contractor. In the event the Assistant Superintendent of Business Affairs/CFO/CSBO does not designate such a person, all communication should be directed to the Assistant Superintendent of Business Affairs/CFO/CSBO.

**14. Liquidated Damages**

District may assess liquidated damages in the type and amounts listed in the Bid Specifications. District must bill Contractor for such liquidated damages within sixty (60) days of the incident. Contractor shall have thirty (30) days following receipt of the bill for liquidated damages to pay liquidated damages.

**15. Non-Solicitation**

District agrees during the term of this Agreement it will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, service provider, or other person who has performed services for Contractor.

**16. Force Majeure**

In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused, directly or indirectly, by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics (including but not limited to COVID-19), Governor Orders, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, it being further understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

Further, should the District determine, in its sole discretion, to suspend in-person instruction or the academic year entirely due to a force majeure the District and Contractor will work together to determine which Services, if any, can be continued and amend the Agreement to reflect this new understanding. If no services are needed or can be provided, no payment is due to Contractor regardless of any potential reimbursement from the Illinois State Board of Education (ISBE) or otherwise.

If the District decides to pay for services, even if none are being provided by Contractor, and should the Contractor receive payment from the State of Illinois, the Federal government, or any other source under a recovery, benefit, bailout, or subsidy program to compensate the Contractor for the payroll associated with services which the Contractor otherwise would have provided to the District for the period covered by the Term of this Agreement but for the closure of school due to force majeure ("Relief Payment"), the Contractor shall reimburse the District the amounts paid by the District pursuant to this Agreement. The Contractor shall provide written notification to the District within seven (7) calendar days after the Contractor is aware of the Relief Payment and shall reimburse the District within thirty (30) days.

If the District decides to make a payment to the Contractor and should ISBE or other State or federal agency under applicable law or regulation not reimburse the District for any Payments made under this Agreement as anticipated, the Contractor shall pay to the District the amount of the reimbursement expected, but not received by the District. The District shall provide the Contractor written notification within seven (7) calendar days after the District receives notice that it will not be reimbursed, together with the amount of the denied reimbursement, and the Contractor will fully reimburse the District within thirty (30) calendar days thereafter.

If the Contractor fails or refuses to reimburse the District under the terms of the above paragraphs, the Contractor agrees to pay for all the District's reasonable attorneys' fees spent in successfully recouping the Contractor's promised reimbursement.

**17. Entire Agreement; Amendment**

This Agreement and any attachments, which are incorporated herein by this reference, constitute the entire Agreement between the parties with respect to the provision of the

Services. This Agreement may not be amended except through a written agreement approved and signed by each of the parties.

**18. Effective Date**

The Effective Date of the Agreement shall be the last date that this Agreement is executed either by District or Contractor.

**19. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**20. Severability**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

**21. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**22. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

**23. Governing Law**

Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Illinois. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and Parties hereby submit to personal jurisdiction in the State of Illinois and to venue in such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) indicated below.

DISTRICT:

DISTRICT:

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

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

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

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

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Attached Exhibits:

Exhibit A – Bid Specifications dated [DATE]

Exhibit B – Contractor's Bid dated [DATE]

## **Exhibit A – Bid Specifications**

[To be Attached]

## **Exhibit B – Contractor’s Bid**

[To Be Attached]

SAMPLE