# Section I – Background, Overview and Scope of Services

## Background:

Maine Township High School District 207 serves 6500 students in its three high schools and one alternative high school. High School District 207 is located northwest of Chicago and serves the communities of Des Plaines, Park Ridge, and portions of Niles, Morton Grove, Harwood Heights, Norridge, Norwood Park, and Glenview.

District 207’s three high schools are: **Maine East, Maine West, Maine South,** it’s alternative high school **Ralph J. Frost Academy** that serves approximately 24 special education students. The Administration Center is a separate facility in Park Ridge, housing a total of approximately 25 administrators and support staff.

Enrollment *(2020 - 2021):* 6,570\*

Maine East High School: 1,969

Maine West High School: 2,071

Maine South High School: 2,530

Ralph J. Frost Academy: 30

*\*includes three high schools, as well as District 207’s* *alternative school, off-campus special education, and other outside placements*

## General Overview:

The District seeks a proposal for the purpose of providing an avenue for students to obtain an Emergency Medical Technician Certification upon completion of the coursework, clinical hours, and career treks. The District does not currently have a program and would like to partner with an ambulance service provider or community college to fill a gap in our career pathways program and create an entry point for our students into an area of employment that is experiencing a labor shortage. For access and equity concerns, the successful partner will be able to offer the requested classes on one of our campuses.

## Timeline:

Distribution of RFP Friday, May 13, 2022

RFP’s deadline for return Monday, May 30, 2022 at 4:00 pm

Evaluation of RFP’s & vendor interviews June 1, 2022 - June 3, 2022

Anticipated Award by Board of Education Monday, June 6, 2022

Services Contract to take effect TBD

# Scope of Services

District 207 will require instructor/s to facilitate the classroom instruction necessary to achieve EMT certification. The time of day and location can be flexible depending upon student interest, student availability, and instructor availability. The District will not consider proposals that would prevent students from participating in ride-alongs or clinical hours prior to their 18th birthday.

The following chart provides the number of students per building that we believe would be interested in gaining EMT certification.

|  |  |
| --- | --- |
| **School** | **Number of Students** |
| Maine East High School | 23 |
| Maine West High School | 21 |
| Maine South High School | 11 |
| Ralph J. Frost Academy | 2 |

For your reference, the bell schedules for our schools is listed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Monday | Tuesday | Wednesday | Thursday | Friday |
| Staff Collaboration and Planning  7:30 - 8:20 | | | | |
| Period 1  8:30 - 9:50 | Period 2  8:30 - 9:50 | Period 1  8:30 - 9:40 | Period 2  8:30 - 9:50 | Period 1  8:30 - 9:50 |
|
| Period 3  9:57 - 11:17 | Period 4  9:57 - 11:17 | Period 3  9:47 - 10:57 | Period 4  9:57 - 11:17 | Period 3  9:57 - 11:17 |
|
| **Advisory**  11:04 - 11:37 |
| **Period 5**  **11:24 - 1:34** | **Period 6**  **11:24 - 1:34** | **Period 5**  **11:44 - 1:44** | **Period 6**  **11:24 - 1:34** | **Period 5**  **11:24 - 1:34** |
|
| 12:59 - 1:26  A Lunch  11:24 - 11:54 | 12:59 - 1:26  A Lunch  11:24 - 11:54 | 12:20 - 1:40  A Lunch  11:45 - 12:15 | 12:59 - 1:26  A Lunch  11:24 - 11:54 | 12:59 - 1:26  A Lunch  11:24 - 11:54 |
| 11:24 - 12:02/  12:43 - 1:26  B Lunch  12:07 - 12:37 | 11:24 - 12:02/  12:43 - 1:26  B Lunch  12:07 - 12:37 | 11:45 - 12:25/  1:05 - 1:40  B Lunch  12:30 - 1:00 | 11:24 - 12:02/  12:43 - 1:26  B Lunch  12:07 - 12:37 | 11:24 - 12:02/  12:43 - 1:26  B Lunch  12:07 - 12:37 |
| 11:24 - 12:51  C Lunch  12:56- 1:26 | 11:24 - 12:51  C Lunch  12:56- 1:26 | 11:45 - 1:05  C Lunch  1:10- 1:40 | 11:24 - 12:51  C Lunch  12:56- 1:26 | 11:24 - 12:51  C Lunch  12:56- 1:26 |
| Period 7  1:41 - 3:01 | Period 8  1:41 - 3:01 | Period 7  1:45 - 3:05 | Period 8  1:41 - 3:01 | Period 7  1:41 - 3:01 |
|

## Award of Contract

The School District will award the services in the manner which will obtain the highest quality services at the most competitive price. Within five (5) business days of the Board of Education award of contract, the successful Vendors must execute a Contract for Services in a form to be determined.

The School District reserves the right to reject any and all proposals and to negotiate a proposal at all times. Proposals will be evaluated using the following criteria: financial stability of the proposing vendor; cost of services; educator experience; curriculum and record-keeping; staff recruitment, training, evaluation, including historical pass rate of students; services provided to similar accounts; and completeness of the proposals with respect to the submission of requested information and documentation. The School District reserves the right to request additional technical and pricing information during the evaluation period.

## Inquiries from Vendors

All questions regarding this RFP may be made by email or phone to:

Laura Cook - Maine Twp HS D207

lcook@maine207.org

224-428-2349

All costs relating to the preparation of a proposal shall be the sole responsibility of the vendor.

## Section II – Vendor Information Request

## Proposal Format

Responses may be made by email or regular mail and must be received no later than Friday, May 20 at 4:00 pm. There will be no public opening of the proposals. Late proposals will not be considered. Documents may be sent to:

Maine Township High School District 207

Attn. Mary Kalou

Chief Business Official

1177 S. Dee Rd.

Park Ridge, IL 60068

mkalou@maine207.org

It is understood that, upon submission of the proposal, all terms proposed, including, but not limited to, proposed pricing, will be valid for a period of ninety days after submission.

**Required Sections of Proposal**

Overview of Required Sections

1. Cover Letter

2. Vendor Profile

3. Curriculum and Record Keeping

4. Staffing

5. Scope of Services

7. Insurance

8. References

9. Concluding Remarks

10. Cost Proposal (Exhibit A)

1. Cover Letter

The cover letter should contain the name of the proposing vendor, the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Include contact individuals’ telephone numbers and mailing addresses. The cover letter must be signed by a person or persons authorized to bind the Vendor.

2. Vendor Profile

1. Provide a description of your firm, including background, history, how your company is organized, number of employees, revenue, years in business, ownership structure, and position in the marketplace.
2. Describe what sets you apart from your competitors.
3. Detail any and all judgments, pending or expected litigation or other real or potential financial reversals that might materially affect the viability or stability of your organization or warrant that no such conditions exist.
4. List the name, address and contact of your organization’s bank(s) or D&B #.
5. List the name, address and contact of your organization’s insurance agent.

3. Curriculum and Record-Keeping

Describe the curriculum used for EMT certification instruction.

Describe the methodology for student grading, as well as the student pass/fail ratio for the last year.

Describe the method of record-keeping for coursework and career-related student drives and how it would be reported to the District.

Courses will be offered at times that make the classes the most accessible to the majority of interested students based on schedule. These times could be during a block in the school, block and extended school day, and/or after school hours. Curriculum must be able to be delivered in a semester or a year-long format and during the school year ([calendar](https://docs.google.com/spreadsheets/d/1567C_PlduIi-ChHPaj6T1prRCEfD3HBYTeBCfxt7nBU/edit?usp=sharing)).

4. Staffing

Provide a listing of the staff who would be providing services to the District. Include name, title, role, professional credential enabling the staff member to teach the requested classes, length of service with your company and length of service in the industry. Describe other staff qualifications as appropriate.

Describe your staff recruitment, training and evaluation process. Include a description of initial and ongoing background checks and drug/alcohol checks.

Assigned staff must meet ALL requirements regarding background checks, health physical, and other personnel requirements as required by Federal law, Illinois law, the ISBE or Maine Township High School District 207.

5. Scope of Services

Clearly respond to the scope of the required services to be provided as listed in the Scope of Services section. Include a discussion of your company’s approach to be used for compliance with the required services.

7. Insurance

Clearly respond that adequate insurance is maintained in the amounts outlined below with

companies acceptable to the School District (minimum insurer rating from A.M. Bests:

A. Worker's Compensation Insurance:

* + - 1. Coverage A — Illinois Statutory Limits
      2. Coverage B — Employer’s Liability $1,000,000 Limit

Waiver of subrogation in favor of District 207 required.

1. Commercial Automobile Liability Insurance: $1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned, and hired automobiles. District 207 must be named as an additional insured on a primary and noncontributory basis.
2. Commercial General Liability Insurance shall provide the following limits:
   * + 1. $1,000,000 each occurrence
       2. $2,000,000 General Aggregate
       3. $2,000,000 Completed Operations Aggregate
       4. $1,000,000 Personal Injury
     1. This policy shall include the following coverages:
     2. A.Premises/Operations D. Contractual Liability – Blanket
     3. B.Independent Contractors E. Broad Form Property Damage
     4. C.Products/Completed Operations F. Personal Injury – Offenses A, B,

C, – exclusion C deleted

Contractual Liability Coverage, including the “Indemnification of School District'' (hold

harmless agreement), must be fully insured under this policy for the liability limits set

forth above. In addition, Care, Custody and Control, exclusion shall be removed from all

policies under this Contract. District 207 must be named as an additional insured on a

primary and noncontributory basis.

1. Umbrella Liability Insurance: It is required that an umbrella policy be written for a minimum of $4,000,000 for bodily injury and property damage. This umbrella policy would be in excess of the limits all the primary policy outlined above.
2. Educators Legal Liability / Errors and Omissions - $1,000,000 each wrongful act.
3. To the extent Contractor shall have access to and store any student or staff protected information, Cyber coverage with a limit of $2,000,000 each claim shall be provided.

All such insurance shall not be cancellable without thirty (30) days prior written notice being given to the School District. All insurance shall indicate that it is primary and any material change shall cause notice to District 207 thirty (30) days prior to the change.

With respect to the insurance required herein, the Contractor shall provide such insurance naming the School District, the Board of Education and its members individually, and its employees and agents as “additional named insured” For coverages B,C,D . The Contractor shall also purchase and maintain such insurance as will protect the School District from and against all claims, damages, loss, and expenses, including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the bid award that Certificate(s) of Insurance shall be submitted to the School District 207 Controller and Treasurer and the School District’s insurance consultant: Mr. Michael D. Nugent, Nugent Consulting Group, 2409 Peachtree Lane, Northbrook, IL 60062.

8. References

Provide a list of client references of similar-sized accounts that the Vendor has served over the past two years and is currently serving. Provide a contact person and telephone number for each customer.

9. Concluding Remarks

This section shall contain any final comments or an elaboration that the Vendor believes is important to gain a better understanding of the proposed services and/or the Vendor’s capabilities.

# 10. Pricing

In order for District 207 to compare the information submitted, all vendors must quote pricing based upon the device matrix provided as Exhibit A. Pricing should be quoted using the form Exhibit B.

All vendors will quote pricing based upon a 48-contract month term.

All vendors should assume the annual volumes in the “Scope of Services” section will remain consistent.

Proposals will be evaluated on cost, the ability of students under the age of 18 to perform ride-alongs, and class availability to students. LAURA - missing anything here?

**MAINE TOWNSHIP HIGH SCHOOL DISTRICT 207**

**DRIVER’S EDUCATION BEHIND-THE-WHEEL SERVICES**

**COST PROPOSAL FORM**

**EXHIBIT A**

Location of Branch

District Facility Serving District Facility Cost/Student

Maine East High School

2601 Dempster St.

Park Ridge, IL 60068

Maine South High School

1111 S. Dee Rd.

Park Ridge, IL 60068

Maine West High School

1755 S. Wolf Rd.

Des Plaines, IL 60018

Ralph J. Frost Academy

1177 S. Dee Rd.

Park Ridge, IL 60068

**EXHIBIT B**

**VENDOR AGREEMENT**

This Agreement is dated as of the Effective Date as set forth in Section 4.T below and is by and between the Board of Education of Maine Township High School District 207, Cook County, Illinois (“School District”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”).

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

**SECTION 1. COMPANY.**

A. **Engagement of Company.** School District desires to engage the Company to perform and to provide all necessary services (the “Services”) as set forth in the Scope of Work (the “Scope”) attached as Exhibit A to this Agreement. The Company 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 \_\_\_\_ \_\_, 20\_\_ and may be renewed by mutual written agreement of the parties.

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

C. **Agreement Amount.** As compensation for administering the program, the School District will pay the Company 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 Company desires to make a claim for additional compensation because of action taken by School District, the Company shall provide written notice to School District of such claim within 15 days after occurrence of such action as provided by Section 4.G, 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.E, Amendment, of this Agreement. Regardless of the decision of the School District relative to a claim submitted by the Company, the Company 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 School District to the Company 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 Company.

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

G. **Reporting.** The Company 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.** The Company shall not send to any school building or school property any employee or agent who would be prohibited from being employed by 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 Company 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 Company 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 Company.

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

J. **Damage to Property.** In the event the School District’s property is damaged by the Company, the Company shall, at the Company’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 Company does not repair the damage within 14 days after receiving written notice from School District, or a lesser time if School District determines the damage creates an emergency, School District may repair the damage and the Company shall reimburse School District for the costs School District incurs within 14 days after School District provides a written invoice to the Company.

K. **School Closure.** If School District’s schools are or will be closed for ten consecutive student attendance days or more due to a cause beyond School District’s reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, pandemic, governmental act, or failure of the Internet, School District may terminate the Agreement after providing five days written notice to the Company or the parties may amend the Agreement to account for appropriate payment related to the Services actually provided by the Company during the school closure.

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

1. **Confidential Information.** The term ***“Confidential Information”*** shall mean information in the possession or under the control of School District relating to the educational, employee, student record, technical, business, or corporate affairs of School District; School District students, School District property; user information, including, without limitation, any information pertaining to usage of 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.
2. **No Disclosure of Confidential Information by the Company.** The Company acknowledges that it shall, in performing the Services for School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Company 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 Company may disclose Confidential Information if consented to in writing by School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to School District of such potential release.
   1. In addition, the Company 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 Company will limit access to student education records to those employees who reasonably need access to them to perform their responsibilities under this Agreement.
3. **Return of Confidential Information and School District Property.** Upon the termination of this Agreement, the Company shall return all Confidential Information and other property, documentation, or records belonging to the School District to the Superintendent.
4. **FOIA.** As an independent contractor of the School District, records in the possession of the Company 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 Company, at the Company’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. 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 Company refuses to provide a record that is the subject of a FOIA request to School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes School District in any way, the Company shall reimburse School District for all costs, including attorneys’ fees, incurred by School District related to the FOIA request and records at issue.

**SECTION 3. INDEMNIFICATION AND INSURANCE.**

1. **Hold Harmless and Indemnification.** To the extent permitted by law, the Company shall assume all liability for, and shall protect, defend, indemnify, and hold harmless 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 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 Company under this Agreement or because of anything to be supplied by the Company pursuant to this Agreement.
   2. Bodily injury, including death, to any person or persons (including Company’s employees and agents) or damage to or destruction of any property, including the loss of use thereof:
      1. Caused in whole or in part by any act, error, or omissions by the Company.
   3. 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.
   4. Company’s breach of this Agreement.
   5. Company’s violation of law.
   6. C. **Insurance.** During the term of this Agreement, the Company, at its sole cost and expense, and for the benefit of School District, shall carry and maintain the following insurance:
2. **Infringement.** The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Company provides to the School District. The Company will defend, hold harmless, and indemnify School District against any claims brought by a third party against School District to the extent based on an allegation that that any of the Company’s products infringe any U.S. patent, copyright, trademark, trade secret, or other proprietary right of a third party.
3. Comprehensive Commercial 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;

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);

* + 1. Automobile liability Insurance with a combined single limit of One Million dollars ($1,000,000);
    2. Workers’ Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers’ Compensation and similar laws for Contractor’s respective employees; and
    3. Sexual abuse and molestation insurance with a combined single limit of One Million dollars ($1,000,000).
    4. 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 commercial general liability, sexual abuse and molestation, and property damage insurance policy shall name 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 School District is required for the workers compensation coverage. The Company shall provide School District with certificates of insurance and/or copies of policies reasonably acceptable to 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.

1. **Limitation of Liability.** School District shall not be liable for breach-of-contract damages that School District could not reasonably have foreseen on entry into this Agreement.
2. **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 Company as the result of the execution of this Agreement.

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

1. **Relationship of the Parties.** The Company 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 ventures between School District and the Company.
2. **Conflict of Interest.** The Company represents and certifies that, to the best of its knowledge, (1) no School District employee or agent is interested in the business of the Company or this Agreement; (2) as of the date of this Agreement, the Company 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 Company nor any person employed by or associated with the Company 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.
3. **License and Assignment of Rights.** To the extent that the Company 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 Company hereby grants 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 Company further agrees that it will promptly make full written disclosure to School District, will hold in trust for the sole right and benefit of School District, and hereby assigns to 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 School District in the course of providing the Services during the Term. The Company further acknowledge that the inventions, original works of authorship, developments, concepts, know-how, improvements, or trade secrets which are made by the Company (solely or jointly with others) within the scope of and during the period in which the Company is retained by School District are “works made for hire” (to the greatest extent permitted by applicable law) for which compensation is being paid to the Company pursuant to this Agreement.
4. **Termination.** Notwithstanding any other provision hereof, School District may terminate this Agreement at any time upon 30 days prior written notice to the Company. If this Agreement is so terminated, the Company shall be paid for Services performed and reimbursable expenses incurred, if any, prior to termination, not exceeding the value of the Services completed.
5. **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.
6. **Assignment.** This Agreement may not be assigned by the School District or by the Company without the prior written consent of the other party.
7. **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 School District shall be addressed to, and delivered at, the following address:

Maine Township High School District 207

1177 South Dee Rd.

Park Ridge, IL 60068

Attention: Chief School Business Officer

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

H. **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.

I. **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.

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

K. **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.

L. **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 \_\_\_\_ County, Illinois, or the federal district court for the Northern District of Illinois.

M. **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.

N. **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.

O. **Authority to Execute.** Each individual signing this Agreement on behalf of the entity that constitutes School District and the Company, 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 School District and the Company, as the case may be, in accordance with its terms.

P. **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.

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

R. **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.

S. **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.

T. **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.

Maine Township High School District 207 COMPANY

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

Its: designee Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Exhibit A**

**Scope**