

## 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 \_\_\_\_\_, \_\_\_\_\_ 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, 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 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 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 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 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 Contractor shall not utilize any individual who would be prohibited from being employed by the 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 Contractor shall submit every driver 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 Contractor will reimburse the District for the costs of the background checks. The District must provide a copy of the report to the individual employee, but is not authorized to release it to the Contractor. Additionally, at least quarterly, the Contractor shall check if an employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Contractor must ensure that the employees has undergone a criminal history check by the District before assigning them to a school in accordance with this bid document. All employees who are required to, but have not submitted to the background check, may not be employed under this Contract.

I **Faith's Law.** FAITH'S LAW requires contractors to conduct employment history reviews related to sexual misconduct for all permanent and temporary employees who will have direct contact with students or children. In compliance with the law, the contractor will be required to complete this employment history review for any such personnel assigned to work and be in direct contact with Maine Township High School District 207 students. The contractor must ensure that the following criteria are met for each individual who is assigned to work with Maine Twp. HS District 207, in a position involving direct contact with children or students:

1. Individual must complete the Illinois State of Board of Education Sexual Misconduct template for Applicant (Included as part of this bid package)
2. The contractor and the individual both must complete the Authorization for Release of Sexual Misconduct related information and Current/Former employer response template (Included as part of this bid package)
3. Contractor must ensure that they have no knowledge or information pertaining to the individual/s that would disqualify them from working with the school district

4. Contractor must initiate a review of the employment history of the individual by contacting those employers listed by the individual in the Illinois State Board of Education Sexual misconduct Disclosure Template

5. Contractor must not assign an individual to perform work for the district if the individual fails or refuses to provide the information listed on the Illinois State Board of Education Sexual Misconduct Disclosure Template

6. Prior to assigning an individual to perform work, contractor must inform the district of any instance known to him/her in which the individual (a) has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated; or (b) has ever been discharged, been asked to resign from, resigned from, or otherwise been separated from any employment, been removed from a substitute list, been disciplined by an employer, or had an employment contract not renewed due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated; or (c) has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated

7. The contractor shall submit a semi-annual report to the District confirming compliance with steps 1-6 and include the name, position, and date of employment for those individuals assigned to work in the District. A template of the report is attached. The report shall be submitted to the District on or before 12/31 and 06/30 of each year.

**Replacement of Providers.** Upon the request of 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 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.**

A. **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.

B. **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 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.

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 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.

C. **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 School District to the Superintendent.

D. **FOIA.** As an independent contractor of 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 School District with any such records requested by School District to timely respond to any FOIA request received by 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.**

A. **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:
  - a. Caused in whole or in part by any act, error, or omissions by the Company.
  - b. 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.
3. Company's breach of this Agreement.
4. Company's violation of law.

B. **Infringement.** The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Company provides to 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.

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:

1. Comprehensive 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;

2. 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);
2. Automobile liability Insurance with a combined single limit of One Million dollars (\$1,000,000);
3. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees; and
4. Sexual abuse and molestation insurance with a combined single limit of One Million dollars (\$1,000,000).
5. 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 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. 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 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 School District by certified mail, return receipt requested.

D. **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.

E. **No Personal Liability.** No elected or appointed official or employee of 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.**

A. **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 venturers between School District and the Company.

B. **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.

C. **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.

D. **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.

E. **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.

F. **Assignment.** This Agreement may not be assigned by School District or by the Company without the prior written consent of the other party.

G. **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:

Mary Kalou  
1177 S Dee Road  
Park Ridge, IL 60068  
Attention: Assistant Superintendent for Business

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 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: \_\_\_\_\_  
Its: Superintendent or designee

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

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

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

**Exhibit A**  
**Scope**