

PROFESSIONAL SERVICES AGREEMENT

This Agreement is dated as of the Effective Date as set forth in Section 4.S below, and is by and between the Board of Education of Maine Township High School District No. 207, Cook County, Illinois (the "School District"), and George K Baum & Company (the "Consultant").

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

SECTION 1. CONSULTANT.

A. **Engagement of Consultant.** The School District desires to engage the Consultant to perform and to provide all necessary professional consulting services (the "Services") as set forth in the Scope of Work (the "Scope") attached as Exhibit A to this Agreement. The Consultant 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 January 1, 2018 and may be terminated earlier by mutual written agreement of the parties.

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

C. **Agreement Amount.** As compensation for administering the program, the School District will pay the Consultant 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 \$250 shall be first approved in writing by the School District's Superintendent.

D. **Claim in Addition to Agreement Amount.** If the Consultant desires to make a claim for additional compensation because of action taken by the School District, the Consultant shall provide written notice to the School District of such claim within 15 days after occurrence of such action as provided by Section 4.F, 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.D, Amendment, of this Agreement. Regardless of the decision of the School District relative to a claim submitted by the Consultant, the Consultant 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 the School District to the Consultant 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 Consultant.

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

G. **Reporting.** The Consultant 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.

SECTION 2. CONFIDENTIAL INFORMATION-TRADEMARKS.

A. **Confidential Information.** The term "*Confidential Information*" shall mean information in the possession or under the control of the School District relating to the educational, employee, student record, technical, business, or corporate affairs of the School District; School District students, School District property; user information, including, without limitation, any information pertaining to usage of the 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 Consultant.** The Consultant acknowledges that it shall, in performing the Services for the School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant 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 Consultant may disclose Confidential Information if consented to in writing by the School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the School District of such potential release.

In addition, the Consultant 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 School District 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 Consultant shall return all Confidential Information and other property, documentation, or records belonging to the School District to the Superintendent.

D. **FOIA.** As an independent contractor of the School District, records in the possession of the Consultant 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 Consultant, at the Consultant'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. The 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 Consultant refuses to provide a record that is the subject of a FOIA request to the School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the School District in any way, the Consultant shall reimburse the School District for all costs, including attorneys' fees, incurred by the 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 Consultant shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the 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 the School District arising out of bodily injury, including death, to any person or persons (including Consultant's employees and agents) or damage to or destruction of any property, including the loss of use thereof caused in whole or in part by any act, error, or omissions by the Consultant.

B. **Infringement.** The Consultant warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Consultant Provides to the School District. The Consultant will defend, hold harmless and indemnify the School District against any claims brought by third party against the School District to the extent based on allegation that any of the Consultant'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 Consultant, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

- I. 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 (\$2,000,000.00) and the annual aggregate of not less than Three Million Dollars (\$3,000,000);
3. Automobile liability Insurance with a combined single limit of \$1,000,000;
4. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees; and
5. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage. 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 and property damage insurance policy shall name the 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 the School District. The Consultant shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the 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.

E. **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 Consultant as the result of the execution of this Agreement.

SECTION 4. GENERAL PROVISIONS.

A. **Relationship of the Parties.** The Consultant 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 the School District and the Consultant.

B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no School District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, the Consultant 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 Consultant nor any person employed by or associated with the Consultant 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. **Termination.** Notwithstanding any other provision hereof, the School District may terminate this Agreement at any time upon 30 days prior written notice to the Consultant. If this Agreement is so terminated, the Consultant shall be paid for Services performed and reimbursable expenses incurred, if any, prior to termination, not exceeding the value of the Services completed.

D. **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.

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

F. **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 the School District shall be addressed to, and delivered at, the following address:

Maine Township High School District No. 202
1177 S. Dee Road
Park Ridge, IL 60068
Attention: Superintendent

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

George K Baum & Company
1400 Wewatta, Suite 500
Denver, CO 80202
Attention: Paul Hanley

G. **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.

H. **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.

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

J. **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.

K. **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 Cook County, Illinois, or the federal district court for the Northern District of Illinois.

L. **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.

M. **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.

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

O. **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.

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

Q. **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.

R. **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.

S. **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.

BOARD OF EDUCATION OF MAINE
TOWNSHIP HIGH SCHOOL DISTRICT NO. 207

CONSULTANT

By: *Ken Waller*
Its: Superintendent

ReAnn
Its: Senior Vice President

Attest: *Gary Edward*
Secretary

Exhibit A
Scope

1. The Consultant shall provide the School District with the following consulting services:
 - A. Attend all meetings and be available to the School District's staff and Board, and to its other agents, for consultation and conference at times and places mutually agreed upon.
 - B. Other related services:
 - **Kick-Off Meeting.** Conduct a kick-off meeting with District 207 staff, architect and others to discuss approach and proposed facility improvements.
 - **Budget & Timeline.** Develop a budget and timeline for the community engagement program.
 - **Voter Analysis.** Conduct a comprehensive voter analysis, including identifying active and likely voters, and provide guidance regarding timing of the proposed ballot measure.
 - **Mailing List.** Prepare mailing list for public outreach efforts.
 - **Key Influencer Database.** Provide guidance in development of a database of community opinion shapers.
 - **Task Force.** Assist in preparing Citizen Task Force meeting agendas and presentation materials containing factual information.
 - **Direct Mailer to Key Influencers.** Provide issue framing, messaging, copywriting and oversight of mailing containing factual information to key influencers.
 - **Direct Mailers to All Households.** Provide issue framing, messaging, copywriting, graphic design and oversight of at least two mailings containing factual information to all households within the School District.
 - **Presentation.** Assist in preparing a presentation for public information meetings.
 - **Community Outreach on Website.** Review materials related to community outreach posted on District's website.
 - **FAQ Document.** Assist in preparing a frequently-asked-questions (FAQ) document.
 - **Video Script.** Review script for informational video.
 - **Mail Survey.** Develop a mail survey to be sent to all households within the School District. Oversee graphic design, copywriting, printing and mailing of survey. Oversee data entry of survey results. Develop PowerPoint presentation summarizes results of mail survey.
 - **Presentation Boards.** Provide copywriting and design of presentation boards.
 - **Information for Phone Poll.** Assist in gathering information to develop a scientific phone poll and providing input on drafts of the phone poll questions.
 - **Presentation of Mail Survey & Phone Poll Results.** Present results of the community meetings, mail survey, and phone poll to the Task Force and Board of Education.

- **Task Force Meeting Facilitation.** Assist in facilitation of four Task Force meetings.
 - **Follow-Up Letter.** Prepare a follow-up letter containing factual information to registered voter households following the public policy polling and final meeting of the Task Force.
 - **Ongoing Consultation.** Provide ongoing consultation in connection with its community engagement program.
- C. It is expressly understood and agreed that this Agreement does not intend, and is not under any circumstances to be construed as requiring the Consultant to perform or provide any services which may constitute the practice of law.
- D. It is expressly understood and agreed that this Agreement does not intend, and is not under any circumstances to be construed as requiring the Consultant to perform or provide any services to or on behalf of the School District which may constitute advocacy for or against any future ballot measure campaign.
- E. It is expressly understood and agreed that, under this Agreement, the Consultant is acting as a consultant to the School District for Public Policy Efforts only, and is not providing the School District with any recommendation on the issuance of municipal securities or municipal financial products.
- F. It is expressly understood and agreed that the Consultant will not limit its work to the steps outlined herein, but will extend its services as necessary to ensure that all appropriate services for or related to the Public Policy Efforts for the Project are provided to or on behalf of the School District in a professional and satisfactory manner.
2. School District's Obligations. The School District's obligations shall include the following:
- A. Cooperate with the Consultant in the proper development of the Project and provide all pertinent information needed to support the Public Policy Efforts.
- B. Pay the Consultant a fee of \$75,000 for the services outlined above in Exhibit A.
- C. The School District will be responsible for all expenses related to this engagement including the printing, mailing and postage of a letter and attachment to key influencers, a letter and attachment to district households, a newsletter to district households, and a mail survey to district households. The School District will also be responsible for the cost of a scientific phone poll to be conducted by a qualified pollster. The School District also will reimburse the Consultant for all reasonable travel costs and expenses incurred by the Consultant that are related to this engagement, including but not limited to reasonable travel expenses to meet with the School District, photocopying, overnight shipping, and the cost of a voter list that

includes historical voting records and related data. The travel expenses shall be capped at a maximum of \$5,000.

- D. In addition to contracting directly with a qualified pollster to conduct a scientific phone poll, the School District will also be responsible for contracting directly with Minding Your Business. Among the services that Minding Your Business will provide include assistance with community outreach meetings, training of district staff to conduct community outreach meetings and facilitate table discussions, assistance in development of direct mail pieces, presentation materials, content for social media, project-specific updates on the District's website, as well as exit surveys and discussion guides for Citizen Task Force meetings.