

PROFESSIONAL SERVICES 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 Libertyville School District No. 70, Lake County, Illinois (the “School District”), and _Clarity for Communication, LLC (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 ____9/10/ __, 2025__ and may be renewed 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 \$500 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.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 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.D.

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.

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

J. **Faith's Law.** The Consultant additionally certifies that prior to sending any employee or contractor/subcontractor to the premises, the Consultant has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the School District, the Consultant agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent contractors.

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

L. **School Closure.** If the School District's schools are or will be closed for ten consecutive student attendance days or more due to a cause beyond the 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, the School District may terminate the Agreement after providing five days written

notice to the Consultant or the parties may amend the Agreement to account for appropriate payment related to the Services actually provided by the Consultant 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 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. **Indemnification.** To the fullest extent allowed by law, Consultant agrees to reimburse defense costs, indemnify, and hold harmless the School District from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) Consultant's negligent acts and/or errors and/or omissions in the performance of the Services; (2) Contractor's breach of the Agreement; or (3) Consultant's violation of law. The indemnification obligation set forth in this Section shall not be limited by the amount of any insurance maintained by Consultant, or by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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 a third party against the School District to the extent based on an allegation that 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:

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);
3. Automobile liability Insurance with a combined single limit of One Million dollars (\$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. Sexual abuse and molestation insurance with a combined single limit of One Million dollars (\$1,000,000).
6. 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 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.

D. **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. **License and Assignment of Rights.** To the extent that the Consultant 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 Consultant hereby grants the 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 Consultant further agrees that it will promptly make full written disclosure to the School District, will hold in trust for the sole right and benefit of the School District, and hereby assigns to the 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 the School District in the course of providing the Services during the Term. The Consultant further acknowledge that the inventions, original works of authorship, developments, concepts, know-how, improvements, or trade secrets which are made by the Consultant (solely or jointly with others) within the scope of and during the period in which the Consultant is retained by the School District are “works made for hire” (to the greatest extent permitted by applicable law) for which compensation is being paid to the Consultant pursuant to this Agreement.

D. **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.

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 the School District or by the Consultant 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 the School District shall be addressed to, and delivered at, the following address:

Libertyville School District No. 70
1381 W. Lake St.
Libertyville, IL 60048
Attention: Superintendent

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

Clarity for Communication, LLC
2 Waters Edge Drive
Mount Vernon, Ohio 43050
Attention: Teresa Franham Proprietor

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 Lake County, Illinois, or the federal district court for the Central 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 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.

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. To the extent there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control.

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.

BOARD OF EDUCATION OF
LIBERTYVILLE
SCHOOL DISTRICT NO. 70

CONSULTANT

By: _____
Its: Superintendent or designee

By: *Jeane L. Farnham*
Its: Sole Proprietor, Clarity
for Communication LLC

Date: _____

Date: August 19, 2025

Exhibit A
Scope

6 hours of training in diagnosis and treatment of phonologic disorders in children, and intervention practices and strategies for children with less severe speech sound disorders on 09-10-2025. B. Provide electronic handouts at least 1 week prior to the seminar.