



**Illinois Autism Partnership**

Make checks payable to Easterseals and mail to:  
 Easterseals  
 Attention Kim Nunez  
 1939 W. 13<sup>th</sup> St. Suite 300  
 Chicago, IL 60608

<p>McKenna Gomez mgomez@antioch34.com</p> <p><b>Antioch School District 34</b>          964 Spafford Street          Antioch, IL 60002          United States</p>	<p>Sarah Smith iap@eastersealschicago.org</p> <p><b>Easterseals Metropolitan Chicago</b>          1939 W 13th St          Chicago, Illinois 60608</p>	<p><b>ANTIOCH SCHOOL DISTRICT 34 - FY27 2026-2027 COACHING</b></p> <p>Effective Date:          This Agreement becomes effective upon full execution by both Parties.</p> <p>Expiration Date: Jun 30, 2027</p>
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**SECTION I. SERVICE SUMMARY AND PROGRAM DESCRIPTION**

TYPE OF SERVICE	QUANTITY	UNIT PRICE	TOTAL PRICE
Coaching (up to 3 hours in district)	9	\$900.00	\$8,100.00
Coaching (up to 6 hours in district)	9	\$1,800.00	\$16,200.00
Total Mileage Cost:			\$1,134.00
<b>Grand Total:</b>			<b>\$25,434.00</b>

**Description of Services for the 2026-2027 School Year:**

\*\*\*Antioch School District 34\*\*\*

1. Program Description -

The following informational description summarizes the Illinois Autism Partnership's ("IAP") service offering. This statement supports program understanding but does not modify the legal obligations contained in Section II Agreement Terms.

Coaching Services – Program Overview

IAP's Coaching Services provide hands-on, collaborative support to educators, administrators, and school teams in implementing evidence-based practices for students with autism and related disabilities.

Participants can expect:

- A non-evaluative, non-judgmental coaching partnership
- Access to interdisciplinary team of experts
- Customized strategies, tools, and materials to promote student success and independence
- Classroom-based modeling and consultations
- A responsive, collaborative approach informed by student and staff needs

## 2. Location and Scheduling Information -

Service: Coaching

Service frequency: approximately 1.5x days/month (9 full day visits, 9 half day visits)

Service locations: (2 buildings for full day, 1 building for half day)

Location: Hillcrest Elementary School, 433 Depot St. Antioch, IL 60002 (3 hours per month - 9 visits)

Location: Antioch Upper Grade School, 800 Highview Dr, Antioch, IL (3 hours per month - 9 visits)

Location: Mary Kay McNeill Early Learning Center, 817 Main St, Antioch, IL 60002 (3 hours per month - 9 visits)

School Hours:

Hillcrest: 8:35-3:20 (Wed. ER 8:35-2:35)

Antioch: 7:40-2:43 (Wed. ER 7:30-1:45)

Mary Kay McNeill: AM 8:15-10:55, PM 12:25-3:05 (Wed. ER AM 8:15-10:45, PM 11:45-2:15)

Classrooms/programs involved: SLP, ECE, other rooms as requested.

NOTE: The total number of classrooms served in a single day may not exceed five. The district will receive one full-day visit and one half-day visit per month. Half-day visits will be coordinated with Grass Lake School District, with the coach sharing those days accordingly.

\*\*Total coaching days: 9 full days, 9 half days to be completed by May 31, 2027\*\*

## 3. Required District Contact Information -

Service location: See below

Primary onsite contact: See below

Hillcrest: Debbie Johnson, [djohnson@antioch34.com](mailto:djohnson@antioch34.com), 847-838-8010

Antioch: Joe Koeune, [jcoeune@antioch34.com](mailto:jcoeune@antioch34.com), 847-838-8374

Mary Kay McNeill: Jodi Lax, [jlax@antioch34.com](mailto:jlax@antioch34.com), 847-838-8910

Billing Contact: Accounts Payable

Email: [d34accountspayable@antioch34.com](mailto:d34accountspayable@antioch34.com) (Please cc Carole Jennings [cjennings@antioch34.com](mailto:cjennings@antioch34.com))

Phone: 847-838-8463

## 4. Incorporation -

Section I Service Summary and Program Description forms a material part of this Agreement and is expressly incorporated into Section II Agreement Terms. The type(s) of service(s) listed, pricing, and descriptions in Section I define the “Engaged Services” subject to the terms and conditions of this Agreement.

## SECTION II. AGREEMENT TERMS

### 1. Agreement; Entire Agreement

This Services Agreement (“Agreement”) is entered into by and between Easterseals of Chicagoland and Greater Rockford (ECR) d/b/a Easterseals, an Illinois not for profit corporation (“Easterseals”), through its Illinois Autism Partnership (“IAP”), and the school district identified in Section I (“Client” or “District”).

Section I, together with these Agreement Terms and any attachments referenced herein, collectively, constitute the entire agreement between the Parties. The services, pricing, and descriptions set forth in Section I define the “Engaged Services” subject to the terms of this Agreement. Each Party acknowledges that it is not relying upon any statement, representation, promise, warranty, or understanding of any kind made by the other Party, whether oral or written, except as expressly set forth in this Agreement. This Agreement supersedes all prior or contemporaneous proposals, negotiations, communications, and understandings related to the subject matter hereof.

No amendment or modification of this Agreement shall be effective unless made in writing and signed by both Parties. No waiver of any provisions shall be valid unless in writing and signed by the waiving party.

### 2. Definitions

For purposes of this Agreement:

- 2.1 **“Coaching Services”** means the instructional coaching, observation, modeling, consultation, and related educator-support activities described in this Agreement and selected in Section I. Coaching Services are provided exclusively to Client staff and are not provided directly to students.
- 2.2 **“Professional Development Services”** or **“PD Services”** means the training sessions, workshops, presentations, and multi-day training series described in this Agreement and selected in Section I.
- 2.3 **“Engaged Services”** means the specific services selected by Client in Section I.
- 2.4 **“Coaching Day”** means a full-day or partial-day coaching session delivered onsite or virtually.
- 2.5 **“PD Session”** means any partial-day, full-day, or multi-day PD service described in Section I.
- 2.6 **“Media”** means photographs, videos, or audio recordings captured by Easterseals personnel while delivering services.

### 3. Term; Effective Date; Execution Delay

- 3.1 **Effective Date.** This Agreement becomes effective upon full execution by both Parties.
- 3.2 **Term.** The Agreement remains in effect through June 30 of the applicable fiscal year identified in Section I unless earlier terminated under Section 8.
- 3.3 **No Reservation of Dates without Execution.** Easterseals is not required to reserve dates until this Agreement is fully executed.
- 3.4 **Execution After 30 Days.** If Client executes this Agreement more than thirty (30) days after issuance, and originally discussed dates have become unavailable, Easterseals will use reasonable efforts to identify alternative dates, subject to staff availability; however, availability of comparable dates cannot be assured.

#### 4. Fees; Invoicing; Appropriation of Funds

- 4.1 **Fees.** Client shall pay the fees identified in Section I for the Engaged Services.
- 4.2 **Invoicing.** Easterseals will invoice monthly in arrears for all amounts due under this Agreement, including fees for Engaged Services delivered during the prior month and any applicable cancellation or liquidated damages charges incurred during that period. Client shall remit payment in full within thirty (30) days of the invoice date. All travel-related expenses shall be invoiced with the final invoice issued upon completion of all services.
- 4.3 **Travel and Additional Costs.** Client shall reimburse reasonable travel, mileage, lodging, materials, printing, or other costs identified in Section I or reasonably incurred in service delivery.
- 4.4 **Appropriation of Funds.** Client represents that funds for all services scheduled within the current fiscal year have been properly appropriated. Lack of anticipated funding (including grants) does not excuse payment for services delivered or cancellation fees associated with services scheduled during an appropriated fiscal year. Obligations for subsequent fiscal years are contingent upon Client's appropriation of funds for those years.

#### 5. General Terms Applicable to All Services

- 5.1 **Staffing; Substitution; Shadowing.** Easterseals retains discretion to assign qualified personnel and may substitute staff as needed due to availability, illness, leave, turnover, or operational needs. Supervisors, trainees, or new employees may observe ("shadow") service delivery under appropriate supervision.
- 5.2 **Background Checks and District Requirements.** All Easterseals staff assigned to provide services maintain the following on file:

- FBI and State criminal background checks through an approved vendor;
- drug screening, TB test, and physical evaluation;
- verification of education, employment history, and professional references; and
- compliance with applicable provisions of Faith's Law.

Verification of these items is available upon request. If Client requires additional background checks, fingerprinting, or onboarding beyond those listed above, such procedures will be completed only on scheduled service days. Easterseals personnel are not required to complete district onboarding on non-service days.

- 5.3 Media; Student Privacy.** From time to time, Easterseals personnel may take photographs or video recordings of classroom activities or supports (including schedules, visuals, or similar materials) in connection with the delivery or improvement of the Engaged Services. Easterseals will do so only with the knowledge of appropriate classroom staff and in a manner consistent with Client's applicable policies, and district or classroom staff may request at any time that photographs or videos not be taken. Client is responsible for obtaining any parental or student consents required under applicable law, including FERPA and the Illinois School Student Records Act. Easterseals will not intentionally disclose student personally identifiable information and, upon request, will reasonably de-identify any student images used outside Client's facilities, which may include blurring or obscuring identifying features as appropriate. No student names or other identifying information will be disclosed in connection with such media. Photographs or recordings may be used for internal coaching, staff training, or program-improvement purposes, and may be used in external communications or marketing material only if consistent with Client policy and applicable consent requirements. Easterseals personnel may use technology-based tools such as tablets or phones during service delivery for purposes such as note-taking, accessing visuals, or sharing resources, consistent with Client policies.
- 5.4 Work Product and Intellectual Property.** All materials, tools, and other work product created by Easterseals ("Work Product") remains its exclusive property. Easterseals hereby grants to Client a non-exclusive, non-transferable, non-sublicensable license for internal use at locations receiving services.
- 5.5 Confidentiality; Student Records; FOIA.** Each Party will comply with FERPA and all applicable student-records laws. Nothing in this Agreement restricts Client's obligations under FOIA.
- 5.6 Indemnification.** Each Party shall be responsible for, and shall indemnify the other Party against, third-party claims only to the extent such claims arise from that Party's own negligence or willful acts or omissions in connection with its performance and obligations under this Agreement. No Party shall indemnify the

other for the other Party's negligence or for losses not caused by its own conduct.

- 5.7 Limitation of Liability.** Except for (a) indemnity obligations, (b) confidentiality breaches, or (c) personal injury or property damage caused by negligence, neither Party shall be liable for consequential, special, or punitive damages, and each Party's total liability is capped at the total fees paid or payable under this Agreement.
- 5.8 Nonprofit Status Protection.** Nothing in this Agreement shall require Easterseals to undertake activities that jeopardize its charitable mission or 501(c)(3) tax-exempt status. Fees represent fair market value for services rendered.
- 5.9 Nondiscrimination.** Each Party shall comply with applicable federal, state, and local nondiscrimination laws.
- 5.10 Insurance.** Each Party shall maintain insurance appropriate to its operations, including workers' compensation and general liability coverage. Easterseals shall maintain professional liability insurance.
- 5.11 Cooperation.** The Parties shall cooperate in good faith to facilitate the timely scheduling and delivery of the Engaged Services. Client shall provide, in a timely manner, all information, availability, and points of contact reasonably necessary for Easterseals to schedule and perform the services. Client shall ensure that Easterseals has timely and uninterrupted access to the facilities, staff, classrooms, students (as applicable), and other resources reasonably required for Easterseals to perform the Engaged Services. If Easterseals is unable to perform services on a scheduled date due to Client's failure to provide timely scheduling information or access, the missed date shall be treated as a cancellation by Client, and the applicable cancellation provisions in Sections 6 or 7 shall apply.
- 5.12 Additional Requests; Out-of-Scope Work.** Any request by Client for services outside of the Engaged Services described in Section I shall be subject to Easterseals' review and approval in its sole discretion. Easterseals may, but is not obligated to, perform additional services requested by Client. If Easterseals performs any such additional services, Client shall reimburse Easterseals for all associated fees, expenses, and costs at Easterseals' then-current rates, unless otherwise agreed in writing.
- 5.13 Easterseals' Obligations.** Easterseals will provide the Engaged Services using qualified personnel and will perform such services in a professional and competent manner consistent with its organizational practices and applicable laws.
- 5.14 Client Obligations.** Client shall:
- (a) provide timely scheduling information, points of contact, and other

information reasonably required for Easterseals to perform the Engaged Services;

- (b) ensure Easterseals has timely access to required facilities, staff, students (as applicable), and resources on scheduled service dates;
- (c) ensure appropriate staff are present and available to participate in services as applicable;
- (d) comply with all applicable laws regarding student privacy, notices, and consents; and
- (e) pay all fees, reimbursable expenses, and applicable cancellation or liquidated damages in accordance with Section 4.

Client's failure to meet these obligations may limit Easterseals' ability to reschedule services and may result in application of the cancellation provisions in Sections 6 and 7.

**5.15 Administrative Support.** The Engaged Services focus on direct service delivery within schools. Routine coordination necessary to schedule and deliver the Engaged Services is included in the Agreement. Requests for administrative or planning meetings beyond routine coordination (including without limitation repeated leadership meetings, staff briefings, or program-planning sessions) may be considered out-of-scope and are subject to Easterseals' review and approval. If Easterseals participates in such additional meetings, Client shall reimburse Easterseals for the associated time and costs at Easterseals' then-current rates, unless otherwise agreed in writing.

## 6. Terms Applicable Only to Coaching Services

*(Applicable only if Coaching Services are listed in Section 1)*

**6.1 Coaching Scope.** Coaching Services support educators through modeling, observation, consultation, and evidence-based recommendations. Easterseals personnel do not provide direct support to students and will be present around students only when a teacher or certified district employee is present.

**6.2 Scheduling.** Coaching Days are mutually scheduled in writing.

**6.3 Weather-Related or Health-Related Closures.** In the event of a classroom, building, or district closure due to weather or public-health conditions, any scheduled Coaching Day will be delivered in an alternate format when feasible. At the start of each school year, Easterseals will provide Client with a menu of alternate coaching formats. If Client provides virtual learning during closures, Coaching Days will be delivered virtually when practicable. Alternative in-person dates will be offered only if Client does not provide virtual learning. If neither

virtual delivery nor rescheduling is feasible, Section 6.4 (including 6.4(b) and 6.4(c)) will apply.

- 6.4 Cancellation and Liquidated Damages.** The below charges constitute liquidated damages, representing a reasonable estimate of Easterseals' preparation, staffing, and lost-opportunity costs.
- (a) **Fourteen (14) days or more prior to the scheduled Coaching Day:** no fee is due, except that Client shall reimburse any non-refundable travel expenses incurred by Easterseals.
  - (b) **Fewer than fourteen (14) days prior to the scheduled Coaching Day:** Client shall pay one hundred percent (100%) of the applicable Coaching Day fee, plus any non-refundable travel expenses. The canceled Coaching Day will be deemed delivered.
  - (c) **No- show or lack of access:** Treated as less than fourteen (14) days' notice and section 6.4(b) applies.
  - (d) **Emergency closures (e.g., weather, health, or districtwide safety emergencies):** If virtual delivery or rescheduling is not feasible, Easterseals may invoice fifty percent (50%) of the per-day fee + non-refundable travel.

## 7. Terms Applicable Only to Professional Development Services

*(Applicable only if PD Services are listed in Section I)*

- 7.1 PD Cancellation and Liquidated Damages.** The below charges constitute liquidated damages, representing a reasonable estimate of Easterseals' preparation, staffing, and lost-opportunity costs.
- (a) **Ninety (90) days' notice:** Client reimburses non-refundable costs only.
  - (b) **Thirty-One (31) to Eighty-Nine (89) days' notice:** Client pays fifty percent (50%) of the PD fee + non-refundable costs.
  - (c) **Thirty (30) days or less notice:** Client pays one hundred percent (100%) of the PD fee + non-refundable costs.
- 7.2 Emergency Closures (e.g., weather, health, or districtwide safety emergencies).** Parties will attempt virtual delivery. If not feasible, Easterseals may invoice up to fifty percent (50%) of the PD fee plus documented preparation costs.
- 7.3 Materials and Preparation Costs.** Client shall reimburse Easterseals for reasonable printing, preparation, or materials costs incurred before cancellation.
- 7.4 Trainer Substitution.** Easterseals may substitute qualified trainers as needed.

## 8. Termination

- 8.1 For Cause.** Either Party may terminate this Agreement upon thirty (30) days' written notice if the other Party fails to cure a material breach after written notice thereof.
- 8.2 For Convenience.** Either Party may terminate this Agreement upon sixty (60) days' written notice. Client remains responsible for services delivered before the effective termination date and applicable cancellation fees for Coaching Days or PD Sessions scheduled within the notice period.

**9. Notices**

All notices required under this Agreement shall be in writing and delivered to the contacts listed in Section I. Notices may be delivered (a) personally, (b) by certified U.S. mail (return receipt requested), (c) by nationally recognized overnight courier, or (d) by email, provided that the notice is sent to the Parties' designated email addresses listed in Section I. Email notice shall be deemed delivered on the date transmitted, so long as no bounce-back or error message is received. If an email notice results in a bounce-back or error message, the sending Party shall provide notice by one of the other methods listed above.

**10. Governing Law; Venue**

This Agreement is governed by the laws of the State of Illinois. Venue lies exclusively in the Circuit Court of Cook County unless otherwise required by applicable law.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below.

Representative of Antioch School District 34

Representative of Easterseals Illinois Autism Partnership

Representative of Easterseals Serving Chicagoland and Greater Rockford