



Contract

CREATIVE SERVICES AGREEMENT

This CREATIVE SERVICES AGREEMENT (the "Agreement") is made this 23 day of November, 2021 by and between PR Etc., Inc., d/b/a Chartwell Agency, an Illinois corporation ("Chartwell") and Harlem School District ("Client") (Chartwell and Client may from time to time be referred to individually as a "Party" or collectively as the "Parties").

1. **Work.** In exchange for the compensation set forth below, Chartwell shall perform the creative services for Client (hereinafter the "Work") as more particularly specified on the "Statement of Work" attached hereto and made a part hereof as Exhibit A.

2. **Billing and Payment.** Client and Chartwell shall agree to a compensation structure prior to execution of this Agreement. Until a compensation structure is agreed upon by the Parties and selected below, this Agreement shall be incomplete and unenforceable.

Client agrees to pay Chartwell for the Work without deduction or setoff as indicated below:

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Project-Specific Compensation: Client and Chartwell agree that Chartwell shall be compensated an amount not-to-exceed \$2,450 for the Work as set forth in the Statement of Work attached as Exhibit A. Payments not received within thirty (30) days of their due date shall accrue interest at a rate of 2% per month until paid.

3. **Term.** This Agreement shall commence upon the date set forth above. Nothing herein shall obligate Chartwell to perform Work for which it has not been paid or does not reasonably expect to be paid; and nothing herein shall obligate Client to compensate Chartwell for Work not performed or not reasonably expected to be performed.

4. **Conduct of Activities.** Chartwell agrees to conduct its activities hereunder in accordance with all applicable governmental laws, rules, regulations and customary industry practices. The Parties acknowledge that the Work is creative in nature and subject to varying opinions and tastes. Chartwell shall endeavor to satisfy Client's goals and objectives as they relate to the Work; provided, however, Chartwell makes no warranties, express or implied, with respect to the Work and specifically disclaims any and all warranties of merchantability and/or fitness for a particular purpose. Chartwell will obtain the approval of Client before incurring any out-of-

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pocket costs which will be passed on to Client or entering into any contracts on behalf of Client. Client may modify, reject, cancel or stop any plans, schedules or Work in progress at any time, and upon such an event, Chartwell will take immediate steps to carry out Client's instructions; provided, however, Client shall remain liable for payment of the compensation specified herein for any Work completed, plus any other financial commitments made by or incurred by Chartwell on behalf of Client prior to Client's instructions. If the scope of services provided by Chartwell under this Agreement includes purchasing television or radio broadcast media, Chartwell levies and collects from Client an industry-standard fifteen (15%) percent surcharge on all such media purchases.

5. Independent Contractor. The Parties understand and acknowledge that Chartwell is an independent contractor and is not an agent or employee of Client. Chartwell shall not be required to devote its full time to the performance of the Work, nor shall Client direct the times and manner of Chartwell's performance hereunder. Chartwell does not have the authority to obligate or bind Client in any way without the express permission of an appropriate agent of Client. The Parties further acknowledge that Chartwell is fully and solely responsible for all taxes, assessments, penalties, fines, and interest relating to compensation paid to its subcontractors and employees under this Agreement, pursuant to all federal, state and local laws, including required withholding from wages of employees, regardless of the characterization of those employees by the Parties, administrative agencies, or the courts.

6. Title to Media Lists. All compiled listings of media industry contacts (*i.e.*, media lists) created by Chartwell, whether in written/printed or electronic format (the "Chartwell Intellectual Property") are and shall remain the sole and exclusive property of Chartwell. Chartwell shall retain all ownership rights in the Chartwell Intellectual Property. Client shall acquire no right or interest in the Chartwell Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the Parties. Chartwell agrees that the "Chartwell Intellectual Property," as used herein, shall not include any of Client's information or Client's intangible property, and Chartwell shall have no ownership rights in such property.

7. Title to Creative Works. All creative works produced by Chartwell for and on behalf of Client pursuant to this Agreement and the attached Statement of Work, excepting only the Chartwell Intellectual Property and Chartwell's Confidential Information, shall become and remain the sole and exclusive property of the Client upon full and final payment of the compensation required by this Agreement.

8. Non-Interference. The Parties agree that during the term of this Agreement and for a period of twenty-four (24) months following the termination of this Agreement, for any reason, Client shall not, for itself

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or for others, directly or indirectly: (i) solicit, induce, cause, or participate in efforts intended to cause, any employee of Chartwell to terminate or otherwise modify their employment relationship with Chartwell; (ii) hire any employee or contractor of Chartwell to work for the Client or any affiliate, agent, subsidiary or related party of Client; (iii) solicit, induce, cause, or participate in efforts intended to cause, any client or customer to breach, terminate, or modify its existing contractual relationship with Chartwell; (iv) solicit, induce, cause, or participate in efforts intended to cause, any prospective client or customer to terminate, cease or modify any discussions with Chartwell regarding a prospective contractual relationship; or (v) interfere, directly or indirectly, in any way, with the prospective and existing business relationships (contractual or other) between Chartwell and its clients, customers, employees, independent contractors and business partners.

9. Confidentiality. The Parties acknowledge that during the term of this Agreement each of them will be exposed to certain information belonging to the other Party which is sensitive, proprietary and/or confidential in nature, whether or not such information is specifically designated as such, including, but not limited to, operational protocols, business practices and methods, business plans, strategic plans, drawings, techniques, designs, schematics, copyrights, trademarks, patents, trade secrets, products, artistic works and services, software and other technologies, customer lists, prospect lists, budgets, finances, operational resource information, etc. (collectively, the “Confidential Information”). The term Confidential Information does not include any creative works produced by Chartwell for and on behalf of Client pursuant to this Agreement and the attached Statement of Work. The Parties mutually agree to: (i) protect the confidentiality of the Confidential Information; (ii) prevent the Confidential Information from falling into the public domain or into the possession of any unauthorized person or entity; and (iii) refrain from any and all use of the Confidential Information not authorized by the Party to which the Confidential Information belongs. The Client shall not be deemed to have violated this provision when it is required to disclose the information pursuant to a Freedom of Information Act request or any other lawful request. Upon termination of this Agreement, the Parties shall each immediately cease use of any Confidential Information belonging to the other Party and return such Confidential Information in its possession to the other Party.

10. Good Faith. The Parties agree to cooperate with each other in good faith to facilitate the performance of the terms and provisions of this Agreement. No Party shall make, or allow to be made, disparaging comments, oral or written, about the other Party or engage in any act or omission, the effect of which would hamper, damage, or otherwise detrimentally affect the business prospects, reputation, and client relations of the other Party.

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11. Miscellaneous. This Agreement may not be assigned in whole or in part by Chartwell without the prior written consent of Client. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement and any subsequent valid amendments comprise the entire agreement between Client and Chartwell with respect to the subject matter hereof. If "Client," as defined above, includes more than one entity then each such entity will be jointly and severably responsible for payment of the compensation relating to Work. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signatures hereon shall, for all purposes, be deemed originals. The prevailing Party in any action to enforce this Agreement or otherwise relating to the Agreement shall be awarded its costs and attorneys' fees. This Agreement will be governed by the laws of the State of Illinois and any action brought relating to the same, or to enforce the terms hereof, shall be brought in the 17th Judicial Circuit for the State of Illinois or the Federal District Court for the Northern District of Illinois, Western Division. No waiver by either Party of a right or privilege granted hereunder shall operate as an ongoing or future waiver of that right or privilege, and failure to exercise a right or privilege does not operate as an ongoing or future waiver of that right.

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[signature page to Creative Services Agreement]

CHARTWELL:

PR Etc., Inc., d/b/a
Chartwell Agency, an Illinois corporation

By: Rebecca Epperson
Printed Name: Rebecca Epperson
Title: President
Date: 11/23/2021

CLIENT:

By: _____
Printed Name: _____
Title: _____
Date: _____

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EXHIBIT A Statement of Work

OVERVIEW

Harlem School District (HSD) developed a long-range plan in 2016, which now is largely completed or outdated. With new leadership in place and resources available to the district because of pandemic recovery (e.g., ESSR funds), the district is ready to undertake a new strategic planning process. While many of the goals and initiatives outlined in previous plans are ongoing, a comprehensive process involving all the district's stakeholder groups will be beneficial to identify new approaches and potentially new initiatives on which the district would like to focus. The resulting document will be a comprehensive strategic plan to present to the Board of Education for approval.

To keep the process thorough, open, and inclusive, HSD is interested in leveraging the expertise of a third party experienced in facilitation. A basic outline of events and timeline has been developed and HSD would like support identifying an implementing a process.

OBJECTIVES

HSD has identified the following objectives in working with Chartwell Agency to design, implement, and analyze a comprehensive and inclusive long-range planning process:

- Design the process to ensure active participation in and useful input from its stakeholder groups including faculty/staff, students, families, partners, and the community at large.
- Prepare internal team members with the skills and information to facilitate visioning sessions for administrators, certified staff, support staff and students.
- Help develop additional tools to solicit participation and input from stakeholder groups including potential focus groups and surveys.

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- Coordinate the agenda and facilitate the activities for the Long-Range Plan Task Force, making the most of a 1 ½ - 2-day retreat to define specific goals for which the administrative team can develop tactics and timelines.

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APPROACH

Chartwell Agency has experience with all facets of the strategic planning process, and our ability to provide structure, manage the process, and encourage the participation of all attendees is key to the success and outcomes of the organizations and processes we facilitate.

To meet the outlined objectives for HSD's long-range plan, Chartwell Agency recommends the following as an initial scope of work. Some additional potential services have been listed for your consideration as well.

- **Visioning Process Format**

Chartwell Agency will work with HSD administration to design a visioning process that provides the structure to solicit meaningful insight from participants. Sessions should be fast-paced, fun, and interactive. Deliverables include:

- ✓ Vision session agenda and outline with expected outcomes
- ✓ List of materials needed for each session

- **Facilitator Training**

Chartwell Agency provides a variety of professional development training sessions for organizations interested in developing the skills of their team. For this long-range planning process, Chartwell Agency will work with team members selected by HSD administration to prepare them to fulfill the role of facilitators for some of the visioning sessions. We will walk through the outline of the various sessions, define the role of the facilitator through each step of the process and provide helpful training hints and strategies for effectively managing the group process. Deliverable includes:

- ✓ A 60–90-minute training session with the internal facilitation team

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▪ Survey Development

There is both an art and science to collecting input from a group of people designated to represent a larger population. Surveys can allow the district to collect both quantitative and qualitative data to serve as a roadmap for strategic direction and benchmark for growth. Chartwell Agency can work with administration to design a community survey to be distributed across channels to collect meaningful insight from stakeholder groups. The finished survey can be designed with questions and response mechanisms to measure:

- ✓ Awareness of current initiatives
- ✓ Perceived areas of strength or weakness
- ✓ Ranking of district priorities

▪ Task Force Retreat Facilitation

Once the visioning sessions are completed, a task force will be formed to review, organize, and prioritize the information to develop strategic goals for the district. With HSD administration, Chartwell Agency will design the retreat process and agenda (1- 2 days). Our team will serve as facilitators for the task force, making the most of the time and expertise of task force members. Deliverables include:

- ✓ Development of a Task Force Retreat agenda
- ✓ Facilitation of a task force strategic planning retreat
- ✓ Task Force retreat summary and next steps document

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ADDITIONAL SERVICES

While the services outlined above meet the immediate needs of the District, Chartwell Agency can expand our support of the process as needed. Some additional services available to HSD include:

- **Comprehensive Visioning Session Summary**

Reviewing and processing all the data collected in visioning sessions and surveys can be time-consuming and labor-intensive. Chartwell Agency can review all the data, develop an executive summary, and provide a full report for use by the Long-Range Planning Task Force.

- **Final Long-Range Plan Development and Production**

A long-range plan, especially one created with a thoughtful and inclusive process, is a document that should be shared and reviewed regularly. Chartwell Agency can develop all additional copy, design supporting graphics, and format the information in a professional layout appropriate for sharing internally and externally. We can also coordinate final production of the piece, as needed.

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BUDGET

We are thrilled with the opportunity to help Harlem School District achieve its long-range planning goals.

Initial Services		
Activity	Summary	Budget
Survey Development	Development of a survey tool to be distributed through district channels to collect additional data and insight for the long-range planning process	\$2,250 - \$2,450

*Does not include printing.

This represents a **total do-not-exceed budget** and ensures that your activities are created, managed, and implemented within that fee. If we go over that amount, we only bill you for the agreed-upon budget (unless the scope of work changes). You do not need to worry about meetings and/or time incurred; we are an extension of your team focused on your goals. We manage our time and your priorities to deliver meaningful results while staying within the outlined budget.

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