

Proviso Township High Schools

Board of Education Special Meeting

Agenda

Proviso Math & Science Academy Auditorium
and Board Room

8601 W Roosevelt Road

Forest Park, IL 60130

March 16, 2021

1. Call to Order
2. Establish Quorum
3. Moment of Silence
4. Pledge of Allegiance
5. Citizen Comments (<https://bit.ly/BOEComment>)
6. SAT Test Preparation Student Programs - **Action Item**

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Action Item

Subject:

SAT Test Preparation Student Programs

Background:

On April 13-14, 2021, the district will administer the SAT suite as a college entrance exam and state accountability measure for Grade 11 and some Grade 12 students who have not yet had the opportunity. In addition to SAT test prep activities already in place at Proviso East, Proviso West, and PMSA, the district is interested in providing an intensive test prep program for selected students and an SAT strategies workshop for all students rostered to take the state SAT at each school.

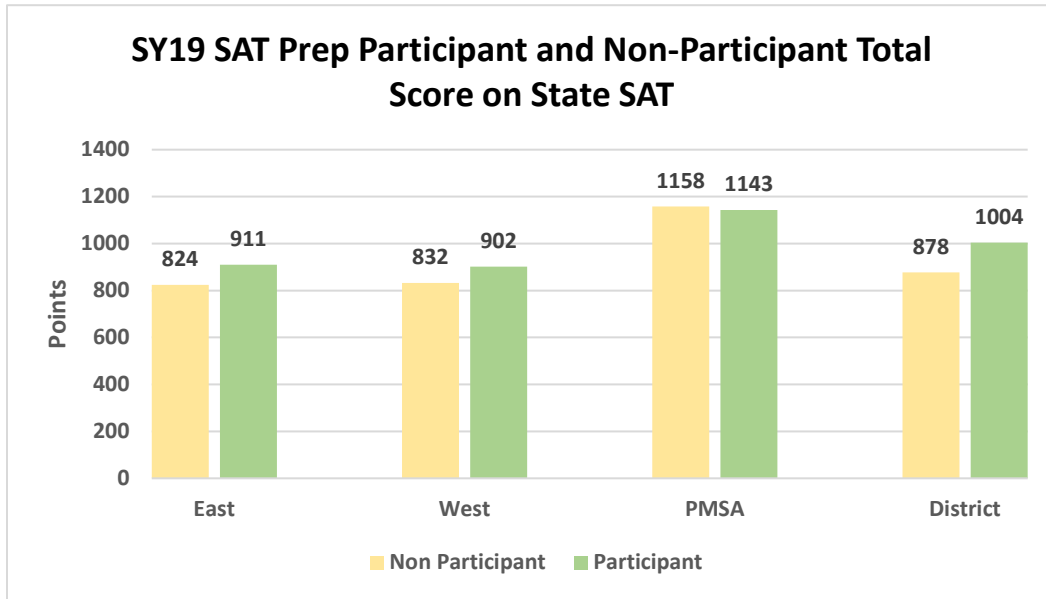
Administration's Analysis:

The SY19 SAT results and SAT test prep program results are reported here. The SAT Prep programs were evaluated based on difference in state SAT scores for students who did and did not participate in the 2019 SAT test prep program.

As shown in the chart below, the district average SAT total score was 126 points higher for participants. Positive differences were seen for participating students at Proviso East with SAT scores 87 points higher than non-participants. Proviso West participants scored 70 points higher than non-participants. A slight decrease was seen in average scores for PMSA, but there was growth seen from the January Practice SAT to the April state testing.

Each school has been involved in a variety of test prep activities since the beginning of the year, including:

- School-wide and department-wide instructional strategies, e.g. argumentative writing and alignment of Integrated Math curriculum.
- Professional development for teachers to use assessment data to align course content and instruction to areas of student need;
- Classroom formative assessments aligned with SAT content domains;
- Targeted skill development through bell ringers, timed readings and questions across subject areas, and other classroom activities;
- Khan Academy as an instructional resource and for individual student practice.



Data source: Academic Approach and Academic Tutoring SAT practice test scores; ISBE SIS SAT scores.

Statute, Administrative Policy or Board Rules Statement:

Board Policy 6:340 Student Testing and Assessment Program states that the district should provide information for determining individual student achievement and instructional needs; curriculum and instruction effectiveness; and school performance measured against District student learning objectives and statewide norms.

The Illinois School Code (105 ILCS 5/10-20.21) and Board Policy 4:60 Purchases and Contracts require that all contracts for supplies, materials, or work involving expenditure in excess of \$25,000 shall be made in accordance with State law bidding procedure, unless specifically exempted. Contracts will be awarded by the Board of Education at an official meeting.

Implementation or Assessment Plan:

The district recognizes that students have diverse instructional needs and that a multi-pronged approach to test prep provides a variety of entry points for students to prepare for success on the SAT. In addition to the test prep activities already implemented in classrooms, the district proposes two additional components:

1. SAT test prep programs offered virtually starting in March 2021 to be scheduled by each school.
2. SAT strategy workshops offered virtually for all Grade 11 and Grade 12 students to be held shortly before the state SAT.

Both components will be staffed by experienced instructors from Academic Tutoring for Proviso East, Proviso West and PMSA.

Costs for SY19 are outlined below for comparison purposes. The SY19 program provided for over 150 students in the test prep program and over 800 for the student strategy workshops at all three schools. For SY21, 510 students will have the opportunity to participate in the test prep programs provided and nearly 1350 students will be impacted by the student strategy workshops. Higher costs are due to increased enrollment at PMSA and an intentional effort to engage more students in the SAT Prep program at Proviso East and Proviso West.

SY19 and SY21 Cost Comparison

	School	Test Prep Programs per School 16 hours	Student Strategy Workshop 4 hours	Shipping & Handling	Total
SY19 Costs	East & West	\$ 29,355	\$ 18,000		\$ 47,355
	PMSA	\$ 35,000	\$ 2,000		\$ 37,000
	Total	\$ 64,355	\$ 20,000		\$ 84,355
SY21 Costs	East	\$ 75,050.00	\$ 15,867.76	\$ 688.03	\$ 91,605.79
	West	\$ 75,050.00	\$ 16,566.00	\$ 742.14	\$ 92,358.14
	PMSA	\$ 51,350.00	\$ 1,389.27	\$ 267.48	\$ 53,006.75
	Total	\$ 201,450.00	\$ 33,823.03	1,697.65	\$ 236,970.68

SY21 SAT Prep Programming Student Impact

	Students			Seats for SAT Prep Program	
	Grade 11	Grade 12	Total for SAT	Bootcamp 4 hours	Full Service 16 hours
East	500	45	545	545	190
West	520	60	580	580	190
PMSA	196	27	223	223	130
District			1348	1348	510

The proposed funding sources for the SY21 programming are summarized as follows:

Proviso East and Proviso West High Schools

Funding Source: Title I

SAT Test Prep Program	\$ 150,100.00
Student SAT Strategies Workshop	\$ 32,433.76
<u>Shipping and Handling</u>	<u>\$ 1,430.17</u>
Total	\$ 183,963.93

Proviso Math & Science Academy

Funding Source: Local Funds

SAT Test Prep Program	\$ 51,350.00
Student SAT Strategies Workshop	\$ 1,389.27
<u>Shipping and Handling</u>	<u>\$ 267.48</u>
Total	\$ 53,006.75

Grand Total **\$ 236,970.68**

Administration's Recommendation:

That the Board of Education of Proviso Township High Schools District 209 accept the Superintendent's recommendation to approve the contract with Academic Tutoring in an amount not to exceed \$236,970.68.



Yuval Trachtenberg
 120 Main Street, Suite 202
 Park Ridge IL 60068
 Phone: 847-823-5300
 E-mail: Yuval@AcademicTutoringCenters.Com



Proviso Township High School District 209

8601 Roosevelt Road
 Forest Park, IL 60130

Phone: 708-338-4184
 E-mail: gmitchell-williams@pths209.org

Quote # 1973

Issue Date: 01/26/2021

Prepared For:

Greta Mitchell-Williams

#	Item/Description	Quantity	Cost	Credit	TOTAL
1	PROVISO WEST: SAT/PSAT SUCCESS Skills & Strategies Bootcamp (Includes Material for Up To 580 Students) - 2 Bootcamps with 290 students max per bootcamp, Each bootcamp is 4 Hours	2	\$8,283.00	0%	\$16,566.00
2	PROVISO WEST: Full Service (Winter/Spring Semester) - Total of 190 students, includes SAT SUCCESS Textbook, Up to 16 instructional hours if time permits, \$395 per student	1	\$75,050.00	0%	\$75,050.00
3	PROVISO WEST: Shipping & Handling (7.75%) - for bootcamp booklets only	1	\$742.14	0%	\$742.14
4	PROVISO EAST: SAT/PSAT SUCCESS Skills & Strategies Bootcamp (Includes Material for Up To 545 Students) - 2 Bootcamps with 273 students max per bootcamp, Each bootcamp is 4 Hours	2	\$7,933.88	0%	\$15,867.76
5	PROVISO EAST: Full Service (Winter/Spring Semester) - Total of 190 students, includes SAT SUCCESS Textbook, Up to 16 instructional hours if time permits, \$395 per student	1	\$75,050.00	0%	\$75,050.00
6	PROVISO EAST: Shipping & Handling (7.75%) - for bootcamp booklets only	1	\$688.03	0%	\$688.03
7	PMSA: SAT/PSAT SUCCESS Skills & Strategies Bootcamp (includes material for up to 223 students, 4 hour virtual bootcamp)	1	\$6,946.35	80%	\$1,389.27
8	PMSA: Full Service (Winter/Spring Semester) - Total of 130 students, includes SAT SUCCESS Textbook, Up to 16 instructional hours if time permits, \$395 per student	1	\$51,350.00	0%	\$51,350.00
9	PMSA: Shipping & Handling (7.75%)	1	\$267.48	0%	\$267.48
Total:					\$236,970.68

Due Date: 03/31/2021

This quote is a good faith estimate. Quote is valid for 30 days of issue date. Prices, shipping, and handling are subject to change. A purchase order or payment (check/credit card) are required to process quote.

**PROFESSIONAL SERVICES AGREEMENT FOR TEST
PREPARATION MATERIALS AND SERVICES AT
Proviso Township High Schools District 209**

THIS AGREEMENT (this “Agreement”) is made and entered into as of the 19th day of February, 2021, by and between **Academic Tutoring Center, LLC**, an Illinois corporation (“Academic Tutoring”) represented by Yuval Trachtenberg, Vice President of School Partnerships, and the **Proviso Township High Schools District 209** (“PTHSD”), an Illinois school district.

WITNESSETH:

WHEREAS, this Agreement summarizes discussions with various PTHSD representatives concerning SAT FULL SERVICE Virtual Test Prep Course(s) and Virtual SAT Bootcamp at Proviso East (“PEHS”), Proviso West (“PWHS”), and Proviso Math and Science Academy (“PMSA”).

WHEREAS, no more than 190 students at PEHS will receive an SAT Test Prep Course taught virtually by Academic Tutor Instructors

PEHS FULL SERVICE SAT PREP (VIRTUAL)

- 1) Students will be selected by PEHS
- 2) 190 students total. The school will notify Academic Tutoring regarding program schedule request no later than March 16th
- 3) Program schedule for each course is provided by Academic Tutoring & PEHS
- 4) Teachers provided by Academic Tutoring
- 5) ALL 190 students receive the SAT SUCCESS Textbook (shipped to school)
- 6) No refunds for students that do not show

AND WHEREAS, no more than 545 1students at PEHS will participate in an SAT Virtual Bootcamp taught by Academic Tutoring:

- 1) Date of Bootcamp will be determined by PEHS
- 2) No more than 273 students will participate in each bootcamp
- 3) Each bootcamp will be held virtually on one day and is 4 hours long
- 4) ALL 545 students receive the SAT SUCCESS Bootcamp Booklet (shipped to school)
- 5) No refunds for students that do not show

AND WHEREAS, no more than 190 students at PWHS will receive an SAT Test Prep Course taught virtually by Academic Tutor Instructors

PWHS FULL SERVICE SAT PREP (VIRTUAL)

- 1) Students will be selected by PWHS
- 2) 190 students total. The school will notify Academic Tutoring regarding program schedule request no later than March 16th
- 3) Program schedule for each course is provided by Academic Tutoring & PWHS
- 4) Teachers provided by Academic Tutoring
- 5) ALL 190 students receive the SAT SUCCESS Textbook (shipped to school)
- 6) No refunds for students that do not show

AND WHEREAS, no more than 580 students at PWHS will participate in an SAT Virtual Bootcamp taught by Academic Tutoring:

- 1) Date of Bootcamp will be determined by PWHS
- 2) No more than 290 students will participate in each bootcamp
- 3) Each bootcamp will be held virtually on one day and is 4 hours long.
- 4) ALL 580 students receive the SAT SUCCESS Bootcamp Booklet (shipped to school)
- 5) No refunds for students that do not show

AND WHEREAS, 130 students at PMSA will receive an SAT Test Prep Course taught by Academic Tutor Instructors:

PMSA FULL SERVICE SAT PREP (VIRTUAL)

- 1) Students will be selected by PMSA
- 2) 130 students total. The school will notify Academic Tutoring regarding program schedule request no later than March 16th
- 3) Program schedule for each course is provided by Academic Tutoring & PMSA.
- 4) Teachers provided by Academic Tutoring
- 5) ALL 130 students receive the SAT SUCCESS Textbook (shipped to school)
- 6) No refunds for students that do not show

AND WHEREAS, no more than 223 students at PMSA will participate in an SAT Virtual Bootcamp taught by Academic Tutoring:

- 1) Date of Bootcamp will be determined by PMSA
- 2) No more than 223 students will participate in the bootcamp
- 3) The bootcamp will be held virtually on one day and is 4 hours long
- 4) ALL 223 students receive the SAT SUCCESS Bootcamp Booklet (shipped to school)
- 5) No refunds for students that do not show

WHEREAS, Academic Tutoring works with school districts throughout the nation to provide test preparation services, programs, and products that help maximize SAT scores; and

WHEREAS, PTHSD has determined that the services, programs, and products provided by VENDOR will assist in its mission to raise the academic achievement of its students at PEHS, PWHS, PMSA; and

WHEREAS, Academic Tutoring and PTHSD desire to develop and implement SAT Prep implementation plan to help prepare students at PEHS, PWHS, and PMSA for College and Career Readiness; and

WHEREAS, Academic Tutoring and PTHSD desire to have more students successfully enter the colleges of their choice and receive scholarships; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the mutual receipt and sufficiency of which are hereby acknowledged, Academic Tutoring and PTHSD do hereby agree as follows:

ARTICLE I

Term

- 1.1 Term.** The term of this Agreement (the “Term”) shall commence on March 10th, 2021 and expire on June 30th, 2021 unless terminated earlier in accordance with the provisions of Section 8.2 below. School shall set SAT Testing dates.
- 1.2 Extension of the Term.** The Term may be extended by mutual agreement of the parties. If either party hereto desires to extend the Term, such party shall provide the other party with written notice thereof on or before June 30th, 2021.

ARTICLE II

Independent Contractor Relationship

- 2.1 Independent Contractor.** Academic Tutoring shall provide the services, programs, and products under this Agreement as an independent contractor of the PTHSD.
- 2.2 No Partnership.** Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture, or employer-employee relationship between Academic Tutoring and PTHSD. Academic Tutoring is not and shall not represent itself as PTHSD’s agent or representative, or as having an employee status. It is understood and agreed that any and all employees of Academic Tutoring, including but not limited to its Academic Tutoring Program Manager are solely under the control and supervision of Academic Tutoring and that Academic Tutoring has provided all of the training and materials utilized by its employees.

ARTICLE III

Scope of Services

- 3.1 Services.** Attached hereto and incorporated herein, Academic Tutoring shall provide to PTHSD the following programs, products, and services (the “SAT SUCCESS Program”) to support student achievement at PMSA:

<u>Program or Service:</u>	<u>Year</u>	<u># of Participants</u>	<u>Date</u>
PEHS SAT SUCCESS FULL SERVICE	2020/21	190 total	PEHS
PEHS SAT SUCCESS BOOTCAMP	2020/21	545 total	PEHS
PWHS SAT SUCCESS FULL SERVICE	2020/21	190 total	PWHS
PWHS SAT SUCCESS BOOTCAMP	2020/21	580 total	PWHS
PMSA SAT SUCCESS FULL SERVICE	2020/21	130 total	PMSA
PMSA SAT SUCCESS BOOTCAMP	2020/21	223 total	PMSA

a) Academic Tutoring Program Manager. An Academic Tutoring Program Manager will be the primary conduit for the delivery and support of Academic Tutoring services and materials. The Academic Tutoring Program Manager's duties shall include:

- (i) Coordinating the delivery of Academic Tutoring textbooks, communication between the school and teachers, and any additional support necessary to ensure program success.

b) PEHS SERVICE description: Students have an opportunity to attend an SAT prep course virtually. Up to 190 students total. Students sign up based on approved schedule by Academic Tutoring, LLC. Teachers are provided by Academic Tutoring and have been vetted by Jim Giovannini, Owner, personally to ensure the best teachers are working with PEHS students. In addition, 545 students will participate in an SAT Virtual Bootcamp prior to the actual SAT given in April of 2021. This 4 hour workshop includes materials for all 545 students, virtual platform, a Master Presenter, and is 4 hours long. Students will be separated into two groups of 273.

c) PWHS SERVICE description: Students have an opportunity to attend an SAT prep course virtually. Up to 190 students total. Students sign up based on approved schedule by Academic Tutoring, LLC. Teachers are provided by Academic Tutoring and have been vetted by Jim Giovannini, Owner, personally to ensure the best teachers are working with PWHS students. In addition, 580 students will participate in an SAT Virtual Bootcamp prior to the actual SAT given in April of 2021. This 4 hour workshop includes materials for all 580 students, virtual platform, a Master Presenter, and is 4 hours long. Students will be separated into two groups of 290.

d) PMSA SERVICE description: Students have an opportunity to attend an SAT prep course. Up to 130 students total. Sign up based on approved schedule by Academic Tutoring, LLC. Teachers are provided by Academic Tutoring and have been vetted by Jim Giovannini, Owner, personally to ensure the best teachers are working with PMSA students. In addition, 223 students will participate in an SAT Bootcamp prior to the actual SAT given in April of 2021. This 4 hour workshop includes materials for all 223 students, virtual platform, a Master Presenter, and is 4 hours long.

ARTICLE IV

PTHSD Responsibilities

- 4.1** To support the Academic Tutoring Program, during the Term, PTHSD shall:
- a)** Notify/confirm PEHS, PWHS, and PMSA of the agreed upon program dates;
 - b)** Ensure students receive appropriate communication to enroll in the prep program.

ARTICLE V

Financial

5.1 Fee. In exchange for the provision of services, programs and products as described in Article III of this Agreement, the total fees shall be paid as per Quote 1973;

PEHS	
<u>SAT SUCCESS FULL SERVICE (Virtual)</u>	\$75,050.00
<u>SAT SUCCESS Bootcamp (Virtual)</u>	\$15,867.76
Total for PEHS:	\$90,917.76
PWHS	
<u>SAT SUCCESS FULL SERVICE (Virtual)</u>	\$75,050.00
<u>SAT SUCCESS Bootcamp (Virtual)</u>	\$16,566
Total for PWHS:	\$91,616.00
PMSA	
<u>SAT SUCCESS FULL SERVICE</u>	\$51,350.00
<u>SAT SUCCESS Bootcamp</u>	\$6946.35
<u>SAT SUCCESS Bootcamp Discount (80%)</u>	\$-5557.08
Total for PMSA:	\$52,739.27

5.2 Shipping Charges. In addition to the Fees, PTHSD shall pay all shipping charges associated with the shipment of Academic Tutoring Materials to PEHS, PWHS, and PMSA, or shall reimburse VENDOR for such shipping charges, as provided in Section 5.3 below.

5.3 Payment Schedule.

(a) The Fee plus shipping shall not collect interest except as provided for by Section 5.4 as pertains to late fees.

(b) Notwithstanding Section 5.1 above, the Fee for the 2020-2021 academic year shall be received no later than March 31st, 2021.

5.4 Late Payment. Pursuant to the Local Government Prompt Payment Act (50ILCS 505/1, et seq.), all payments not received within thirty (30) days after receipt of invoice or within the time frame set forth in the Local Government Prompt Payment Act, whichever is later, shall bear an interest penalty of one percent (1%) of all unpaid amounts per month until final payment is made.

ARTICLE VI

Grant of License to Use Proprietary and Confidential Information

6.1 Proprietary and Confidential Information. PTHSD acknowledges and agrees that Academic Tutoring is the owner of copyrights and other proprietary rights in

and to the Academic Tutoring Materials, including without limitation the instructional materials, training materials, curriculum and lesson plans contained therein and any other materials provided to PTHSD hereunder, whether developed by Academic Tutoring or any of its employees, agents, or subcontractors, and all additions, supplements, or modifications to such. PTHSD shall take all measures reasonably necessary to ensure that no PTHSD employees, agents, or contractors disclose copy, transmit, modify, alter, or utilize the Academic Tutoring Materials other than as expressly permitted herein.

- 6.2 Grant of License.** Academic Tutoring hereby grants to PTHSD a nonexclusive license for the students and teachers in the applicable Classes at PMSA to use, during the Term, all Academic Tutoring Materials. PTHSD is expressly prohibited from selling, donating, giving, or otherwise making available any of the Academic Tutoring Materials to any person who is not then a student or teacher in an applicable Class at PEHS, PWSH, and PMSA. Any such prohibited action may result in an immediate revocation of the license, at the discretion of Academic Tutoring. Nothing contained herein shall be construed to prevent a teacher from using lesson plans or other instructional material that he or she has developed for his or her own use, either within or outside PTHSD, provided that such materials do not incorporate any Academic Tutoring proprietary materials or violate the intellectual property rights of third parties. Further, nothing contained herein shall be construed in a manner that would cause PTHSD to act or fail to act in a manner that would cause PTHSD to be in violation of any open records or similar law. Nothing contained herein shall preclude PTHSD from developing instructional materials, training manuals, curriculum, lesson plans, and any other materials, similar to the Academic Tutoring Materials (“Alternative Materials”), provided however that (i) PTHSD shall not have used any of Academic Tutoring’s confidential information or proprietary information in the development of any such Alternative Materials, and (ii) PTHSD covenants and agrees that throughout the Term it shall not sell, license, give or otherwise make available any of the Alternative Materials to any third party.

ARTICLE VII

Representations

7.1 Representations of PTHSD

- a) PTHSD represents and warrants that, subject to the approval of the Financial Oversight Panel assigned to PTHSD, if applicable, it has the authority under state law to execute, deliver, and perform this Agreement, to incur the obligations provided for under this Agreement, and to contract with Academic Tutoring, for Academic Tutoring, to provide the services set forth in this agreement.
- b) PTHSD represents and warrants that the information it has furnished to Academic Tutoring concerning PTHSD student enrollment is accurate and the latest information available at the time of the execution of this agreement.
- c) PTHSD represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of PTHSD enforceable in accordance with its terms.

7.2 Representation of VENDOR

a) Academic Tutoring represents and warrants that it is a corporation duly organized and existing under the laws of the State of Illinois and is duly authorized and qualified to do business in the State of Illinois, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers. Academic Tutoring possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder, and is financially and technically competent to perform its obligations hereunder. Academic Tutoring's performance of its obligations hereunder shall not breach Academic Tutoring's charter or bylaw or any separate agreement by which Academic Tutoring is bound.

b) Academic Tutoring represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of Academic Tutoring enforceable in accordance with its terms.

c) It is possible that Academic Tutoring, its agents and/or employees may come into contact with confidential information while performing services for PTHSD. It is understood and agreed that Academic Tutoring, its agents and/or employees shall hold confidential any and all confidential information which they obtain as a result of performing services under this Agreement and shall not disclose or use said confidential information without the express prior written consent of Academic Tutoring and in conformity with any and all applicable laws including, but not limited to, the Illinois School Student Records Act and the Family Educational Rights and Privacy Act. Upon termination of this Agreement, Academic Tutoring agrees to return any and all confidential information or other PTHSD-owned property, documentation or records to PTHSD within fourteen (14) days.

d) Academic Tutoring warrants and agrees that each employee of it or any subcontractor employees or agents who will be placed at any school of PTHSD has completed a criminal background check which complies with Section 10-21.9 of the Illinois School Code within 3 months prior to the employee's placement at the school at Academic Tutoring's sole cost and that no employees or agents of Academic Tutoring or any of its subcontractors will be placed at any school whom have any convictions set forth in Section 21B-80 of the Illinois School Code. PTHSD may request copies of the criminal background checks which shall be provided in a prompt manner.

ARTICLE VIII

Expiration and Termination

8.1 Expiration. The Term shall expire on June 30th, 2021 unless the parties hereto have entered into a written instrument extending the Term.

8.2 Termination. If either party materially breaches any of the provisions of the Agreement, and such breach is not cured within sixty (60) days of receipt of written notice of the breach from the other party, then the non-breaching party shall have the right to terminate the Agreement effective immediately upon delivery to the breaching party of written notice thereof. For purposes of this Section 8.2, failure

by PTHSD to pay any fees in accordance with Article 5 shall be considered a material breach.

- 8.3 Post-Termination and Post-Expiration.** Except as provided herein, in the event of termination or expiration of the Term, PTHSD's right to use the Academic Tutoring Materials or Academic Tutoring's confidential and proprietary methods included in the Academic Tutoring Program shall cease. If the Term is terminated because of material breach, then 1) if PTHSD is the breaching party, it shall promptly pay Academic Tutoring any amounts then due but unpaid, and it shall promptly pay Academic Tutoring for all services and materials delivered prior to the date of termination in accordance with the Academic Tutoring's published prices at the date of termination and it shall promptly forfeit all discounts and incentives, and Academic Tutoring shall be entitled to keep all payments previously received by it from PTHSD, or 2) if Academic Tutoring is the breaching party, it shall refund to PTHSD any amounts received by Academic Tutoring from PTHSD which are attributable to the unused assessment services or of undelivered instruction.
- 8.4 Effect of Expiration or Termination.** Immediately upon the expiration or termination of the Term, neither party hereto shall have any right to use any intellectual property of the other party not fully paid for hereto.

ARTICLE IX

Disclaimers and Liability Limitations

- 9.1 DISCLAIMER OF WARRANTIES.** ACADEMIC TUTORING DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ACADEMIC TUTORING DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO ANY PARTICULAR RESULTS TO BE OBTAINED BY PTHSD, THE SCHOOL OR ITS TEACHERS OR STUDENTS, AND HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
- 9.2 INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, ACADEMIC TUTORING AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND PTHSD, ITS BOARD MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, ATTORNEYS, AGENTS, INDEPENDENT CONTRACTORS, INSURERS, SUCCESSORS, PREDECESSORS AND ANY OTHER PARTY IN ANY WAY RELATED TO PTHSD, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, LIABILITIES, PENALTIES, LIENS, ENCUMBRANCES, OBLIGATIONS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS),

SUITS AND DAMAGES (WHETHER ACTUAL OR PUNITIVE) WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, CONTINGENT OR ACTUAL, LIQUIDATED OR UNLIQUIDATED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR ARISING FROM THE SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE INTERACTION OF VENDOR OR ANY OF ITS EMPLOYEES OR AGENTS, INCLUDING WITHOUT LIMITATION, THE INSTRUCTORS HIRED PURSUANT TO THIS AGREEMENT, WITH ANY PTHSD STUDENT OR PARENT AND/OR ACADEMIC TUTORING'S USE OF PTHSD FACILITIES, EQUIPMENT OR PROPERTY. THE OBLIGATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TWO (2) YEARS FROM THE EFFECTIVE DATE OF TERMINATION.

9.3 INSURANCE. Academic Tutoring shall purchase and/or maintain from and maintain from a company or companies lawfully authorized to do business in Illinois such insurance as will protect Academic Tutoring from claims set forth below which may arise out of or result from Academic Tutoring's operations and completed operations under this Agreement and for which Academic Tutoring may be legally liable, whether such operations be by Academic Tutoring or by anyone directly or indirectly employed by it, or by anyone for whose acts any of them may be liable:

- a. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to any persons providing services to Contractor;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. Claims for damages insured by usual personal injury liability coverage;
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

1. Limits of Insurance – PTHSD shall be named as an additional insured on any insurance policy required under this Agreement. The Insurance requirements set forth herein shall be in the below-stated amounts:

- a. Commercial General Liability

General Aggregate -	\$1,000,000
Products-Comp/Ops Aggregate -	\$1,000,000
Personal & Advertising Injury -	\$1,000,000
Each Occurrence -	\$1,000,000
Fire Damage (any one fire) -	\$50,000
Medical Expenses (any one person)	\$10,000

b. Workers Compensation Insurance	
Employer's Liability Limits	
Each Accident -	\$500,000
Disease – Policy Limit -	\$500,000
Disease – Each Employee -	\$500,000

ARTICLE X

Miscellaneous

- 10.1 Force Majeure.** Neither party shall be liable if its performance of its obligations hereunder is prevented, delayed, hindered or otherwise made impracticable or impossible, in whole or in part, by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond such party's control, and which cannot be overcome by reasonable diligence and without unusual expense, provided, that such party gives the other party written notice thereof within ten (10) working days of any such event or occurrence.
- 10.2 No Third Party Beneficiary Rights.** No student, teacher, parent or other third party may enforce or rely upon any obligation of, the exercise of, or failure to exercise any right of PTHSD or Academic Tutoring in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.
- 10.3 Entire Agreement.** This Agreement is the full and complete agreement between the parties with respect to the subject matter hereof. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.
- 10.4 Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. All suits, actions, claims, and causes of action relating to the construction, validity and enforcement of this Agreement shall be brought in the state courts of Cook County.
- 10.5 Amendments.** This Agreement may be altered, amended, changed, or modified only by agreement in writing executed by Academic Tutoring and a property authorized representative of PTHSD.
- 10.6 Section Headings.** The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.
- 10.7 Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

- 10.8 Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, provided that Academic Tutoring may assign this Agreement to a successor entity that acquires through a corporate reorganization substantially all of Academic Tutoring assets and liabilities, but this shall not relieve Academic Tutoring from any liability under this Agreement. Agreement will be binding upon the parties hereto, their heirs, successors, permitted assigns, and personal representatives.
- 10.9 No Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- 10.10 Survival.** All representatives, warranties, and indemnities made herein shall survive termination of the Term.
- 10.11 Severability.** In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.
- 10.12 Notices.** All notices required or permitted by this agreement shall be in writing and shall be either personally delivered, or sent by nationally-recognized overnight courier, facsimile, or by registered U.S. Mail, postage pre-paid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized courier, on the date set forth on the receipt of a telecopy or facsimile, upon the earlier of the date set forth on the receipt of registered or certified mail, or on the fifth day after mailing.

To PTHSD at:

Dr. Greta Mitchell-Williams
 Director of Curriculum, Assessment, & Evaluation
 Proviso Township High School District 209
 8601 West Roosevelt Road
 Forest Park, IL 60130

To Academic Tutoring at:

Yuval Trachtenberg
 Vice President of School Partnerships
 Academic Tutoring
 120 Main Street, Suite 202
 Park Ridge, IL 60068

Invoices sent to:
 PTHS c/o Accounts Payable
 8601 West Roosevelt Road
 Forest Park, IL 60130

- 10.13 Recitals.** The statements set forth in the recitals to this Agreement are true and correct and are incorporated herein as if set forth in full.
- 10.14 Counterparts.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures

were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

10.15 Contract. This contract has been executed in the State of Illinois and shall be governed by the laws of the State of Illinois in each and every respect. Any and all claims arising against either party to this Agreement shall be brought in the Circuit Court of Cook County, Illinois and/or the United State District Court for the Northern District of Illinois – Eastern Division.

IN WITNESS WHEREOF the parties have executed this Agreement:

By: PTHSD Board of Education

Academic Tutoring

Signature



Signature

Print

Jim Giovannini

Print

Date: _____

3/12/2021

Attest: _____

7. Adjourn