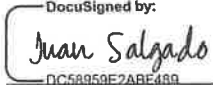


IN WITNESS WHEREOF, the Institution and Consultant have executed this Agreement as of the date of the last signature set forth below.

**Board of Trustees of Community  
College District No. 508, County of Cook  
and State of Illinois**

DocuSigned by:  
  
By: \_\_\_\_\_  
DC58959E2ABE489  
Juan Salgado  
Chancellor

Date: 6/9/2022 | 3:03:23 PM CDT

**Aretha Tharps**

By:   
\_\_\_\_\_  
(signature)

Date: 06/09/22

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
  
By: \_\_\_\_\_  
4C275625114E4E4  
Karla Mitchell Gowen  
General Counsel

Date: 6/8/2022 | 7:03:06 PM CDT

13. **Force Majeure.** Neither party will have any liability to the other for any failure or delay in performing any obligation under this Agreement due to acts of God or nature, fires, floods, strikes, civil disturbances, terrorism, or power, communications, satellite or network failure. Either party upon prior written notice may terminate this Agreement if such Force Majeure Event continues for more than ten calendar days.
14. **Assignment and Delegation.** Consultant shall not subcontract, assign, or otherwise transfer any portion of this Agreement, nor delegate its duties or obligations hereunder without the Institution's prior written consent.
15. **Non-Discrimination.** Consultant shall not discriminate against any workers, employees or applicants, or any member of the public, because of race, color, religion, age, disability unrelated to ability to perform, gender, national origin or ancestry, sexual orientation, marital status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Consultant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skill labor, or who may perform any labor or services in connection with this Agreement.
16. **Severability.** The terms of this Agreement are severable and if a court of competent jurisdiction declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable to the maximum extent permissible.
17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one agreement.
18. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any prior written or oral agreements or representations between the parties related to the services described herein. Any amendment hereof must be in a writing signed by both parties.

[SIGNATURE PAGE FOLLOWS]

iv. Terminate this Agreement.

8. **Notices.** All notices hereunder shall be in writing and either (i) delivered personally; or (ii) sent by nationally recognized express courier; or (iii) sent by certified mail (return receipt requested). Any such notice will be deemed given when actually received and addressed as follows:

**If to Institution:**

City Colleges of Chicago  
Office of the Chancellor  
Attn: Juan Salgado  
180 North Wabash Avenue, Suite 200  
Chicago, IL 60601

with a copy to:

City Colleges of Chicago  
Office of the General Counsel  
Attn: General Counsel  
180 N. Wabash Ave., Suite 200  
Chicago, IL 60601

**If to Consultant:**

Notices shall be sent to Consultant at the address listed above.

9. **Compliance with Laws.** During the Term, Consultant, at its sole expense, shall observe and comply with all federal, state and local laws, rules, ordinances and regulations related to this Agreement, including, but not limited, to the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago. Consultant shall also be responsible for compliance with the City Colleges of Chicago Debarment Policy. Consultant shall indemnify the Institution for all losses and expenses, including reasonable attorney's fees resulting from failure to comply with this provision, including, but not limited to, any fines, penalties, or corrective measures.
10. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Illinois and venue for any litigation related to this Agreement shall be in Cook County, Illinois.
11. **Ethics Policy.** Consultant agrees to comply with the Institution's Ethics Policy with any amendments adopted thereafter. A copy of the Institution's Ethics Policy can be found at [www.ccc.edu](http://www.ccc.edu).
12. **Inspector General.** It shall be the duty of each party to the Agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the Board Bylaws.

additional insured on a primary, non-contributory basis. Institution's failure to obtain certificates or others insurance evidence from Consultant shall not be deemed a waiver of this provision by the Institution. This Agreement, at Institution's sole discretion, may be terminated if Consultant fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires the Institution to receive sixty (60) days prior written notice before coverage is substantially changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by Institution shall apply in excess of and not contribute with insurance provided by Consultant. The Institution retains the right to alter, change, delete or modify these Insurance Requirements from time to time.

**7. Termination/Remedies.**

- a. Termination for Convenience.** Notwithstanding Section 8(b) below, the Institution may terminate this Agreement, or any portion of the Services, at any time, upon five days prior written notice to Consultant.
- b. Termination for Default.** Subject to Section 8(a) herein, this Agreement may also be terminated for default. Each of the following shall constitute an event of default by Consultant ("Default").
  - i.** Any material misrepresentation, whether in the inducement or in the performance, made by the Consultant to the Institution; and
  - ii.** Failure to comply with or perform any material provision of this Agreement; and
  - iii.** Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Consultant or sub-consultant.
- c. Curable and Incurable Defaults.** Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless the Institution, in its sole and absolute discretion, extends the deadline. Such extension, however, does not relieve Consultant of liability for any damages the Institution may suffer. Consultant shall cure any default that is not time-sensitive with ten (10) calendar days after Consultant is given notice of the default.
- d. Remedies.** In addition to any other remedies contained herein, the Institution may invoke any or all of the following remedies for a Default:
  - i.** Complete the Services at Consultant's expense, either directly or through the use of contractors and subcontractors; or
  - ii.** Receive a refund or withhold all or any portion of the Fee; or
  - iii.** Demand specific performance, an injunction or any other appropriate equitable remedy; or

Trustees of Community College District No. 508 d/b/a City Colleges of Chicago as an additional insured on a primary, non-contributory basis.

\_\_\_\_\_ An individual Consultant may furnish evidence of liability insurance with a Homeowners or Renters Insurance Policy, with limits not less than \$500,000 combined single limit.

#### **Commercial Automobile Liability Insurance**

\_\_\_\_\_ Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned, non-owned and hired vehicles, including the loading and unloading thereof. The policy shall name the Board of Trustees of Community College District No. 508 d/b/a City Colleges of Chicago as an additional insured on a primary, non-contributory basis.

\_\_\_\_\_ An individual Consultant who uses his or her personal vehicle in connection with services to be performed under the Contract may furnish evidence of Automobile Liability Insurance with limits not less than \$300,000 combined single limit and evidence of a current, valid driver's license.

***THE PROFESSIONAL LIABILITY INSURANCE SECTION BELOW PERTAINS ONLY TO INDIVIDUALS PROVIDING ACCOUNTING, ARCHITECTURAL, AUDITING, CHILD CARE SERVICES, FINANCIAL CONSULTING, INVESTMENT MANAGEMENT, IT CONSULTING, LEGAL, MEDICAL AND OTHER LIKE PROFESSIONAL SERVICES.***

#### **Professional Liability Insurance**

\_\_\_\_\_ A Consultant who provides professional services, including but not limited to architecture, auditing, construction design, electronic data processing or installation, engineering, law, medical design, medicine and professional contact sports training, or a service which requires professional certification and licensing by a governmental entity, shall purchase and maintain Professional Liability Insurance with limits of not less than \$5,000,000 per occurrence for damages arising from acts, errors or omissions. Coverage shall include severability or interest and cross-suit for consultants/subcontractors. Claims made policies shall be renewed each year for a period of two (2) years after the completion of the Contract and shall have an extended reporting period of two (2) years. When renewed or replaced, the policy retroactive date must coincide with, or predate, start of work under the Contract.

\_\_\_\_\_ *If initialed by the Director of Risk Management for the City Colleges of Chicago, the above insurance is not required.*

Prior to the execution of this Agreement, Consultant shall furnish the Institution with original insurance certificates evidencing the required coverage. All insurance certificates shall name the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as

b. **Confidentiality.**

All materials, including, but not limited to, Work Product, documents, studies, reports, information, or data, prepared by or provided to Consultant under this Agreement ("Materials") are confidential. Consultant shall not make the Materials available to a third party without the Institution's prior written consent. Consultant shall not issue press releases or grant press interviews related to the Services, or disseminate any information regarding the Services without the Institution's prior written consent.

5. **Indemnity.** Notwithstanding any other terms and conditions in this Agreement, including any obligations regarding insurance coverage, Consultant agrees to defend, indemnify, save and hold harmless fully the Institution, its Board of Trustees, agents, officers, students, volunteers, contractors and employees against any and all claims, suits or judgments, costs or expenses, including attorney's reasonable fees, (collectively "Loss") in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by Institution's negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order.

6. **Insurance.** The Consultant shall purchase and maintain at the Consultant's own expense, at all times during the term of this Contract, until final completion and acceptance of the work covered and if required to return during a warranty period of extension hereof, the types and limits of insurance specified below covering all operations hereunder, whether performed by the Consultant or by Consultant's subcontractors, with insurance companies authorized to do business in the State of Illinois and with an A.M. Best Rating of A-, VIII or better. **The Consultant must exercise one of the options for each of the insurance requirements recited below by initialing the preference of choice and providing the associated documentation.**

**Worker's Compensation and Employer's Liability Insurance**

\_\_\_\_\_ Worker's Compensation and Occupational Disease Insurance, in accordance with the statutes of the State of Illinois, covering all employees, and Employer's liability coverage with limits of not less than \$1,000,000 each accident or illness.

\_\_\_\_\_ An individual Consultant who is a Sole Proprietor, a Corporation or Partnership with no employees, or a small business that may be exempt from the Worker's Compensation statute may submit a letter so stating and shall not be required to provide Workers' Compensation Insurance.

**Commercial General Liability Insurance**

\_\_\_\_\_ Commercial General Liability Insurance with limits of not less than \$3,000,000 combined single limit per occurrence and in the aggregate for Bodily Injury, Property Damage, and Personal Injury. Coverage shall include, but is not limited to, Premises/Operation, Products/Completed Operations (with two-year extension). Contractual Broad Form Property Damage, Independent Contractors, and, if applicable, protection for Explosion, Collapse, and Underground Hazards (XCU). The policy shall name the Board of

Consultant shall comply with any form and time limitations in which invoices must be submitted and shall submit such evidence to the Institution as may be required to show the validity of the Fee and any claimed expenses. Invoices shall be paid based on agreed upon payment method and associated terms once all stipulations, provisions and/or conditions set forth in this agreement have been met. If the Institution objects to all or any portion of an invoice it shall promptly notify Consultant of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. If the dispute is not settled by the date that the payment is due, then the Institution shall pay the undisputed portion of the invoice. Neither the initial payment nor any subsequent payments hereunder constitute acceptance of the Services or any deliverables provided hereunder.

**c. Payment Method and Term.**

- i. Net 15 days or less- Institution utilizes an electronic payment method leveraging unique and secure cardless payment accounts which allows for placement of funds for approved payment transactions on a Visa Single Use Account (“SUA”) administered through U.S. Bank via the Payment Plus program.
- ii. Net 45 days – Institution utilizes Automatic Clearing House (“ACH”) as a method to pay suppliers. This requires completion of a form indicating Bank routing and account number information authorizing Institution to deposit funds into Consultant Bank account.
- iii. Net 60 days – Institution will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.

**4. Ownership/Confidentiality.**

**a. Ownership of Documents.**

All materials, including but not limited to intellectual property, presentations, documents, data, studies and reports prepared, furnished or generated by the Institution and used by consultant as a result of this Agreement shall at all times be and remain the property of the Institution (“Work Product”). Any material or work product owned by the Consultant prior to entering into this Agreement and used in performance of this Agreement shall become the property of the Institution upon completion of services. At Institution’s request or upon the expiration or termination of this Agreement, Consultant shall deliver to the Institution all finished or unfinished Work Product. Consultant hereby irrevocably assigns, transfers and delivers to the Institution, its successors and assigns, all right, title and interest in and to the U.S. and foreign copyright registrations, applications and renewals, if any, related to such Work Product, free and clear of any liens, claims or other encumbrances. Consultant will execute all documents and perform all acts that the Institution may reasonably request in order to assist the Institution in perfecting its rights in and to Work Product.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between **Aretha Tharps** with an address located at **8443 South Paxton, Chicago, IL 60617** (“Consultant”) and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate (the “Board”), d/b/a City Colleges of Chicago, with district offices located at 180 North Wabash Avenue, Suite 200, Chicago, IL 60601.

### RECITALS:

**WHEREAS**, the Institution desires to secure Consultant’s services as outlined herein; and

**WHEREAS**, Consultant has represented that it has the requisite expertise to perform such services;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged by Consultant and the Institution, the parties agree as follows:

**1. Services.**

- a. **Scope of Services.** Consultant shall perform the professional services and all tasks incidental thereto and provide the deliverables specified herein and consistent with the attached Exhibit A attached hereto and incorporated herein by reference (“Services”). Consultant shall perform all Services in accordance and to the reasonable satisfaction of the Institution. Time is of the essence.
- b. **Standard of Performance.** Consultant shall perform the Services in accordance with the degree of professional skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of such Services. All Services that require the exercise of professional skill or judgment will be performed by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law.

**2. Term.** Subject to Section 8 herein, this Agreement shall begin **June 9, 2022** and end **November 21, 2022** unless otherwise terminated or extended by the parties in writing (“Term”).

**3. Fee.**

- a. **Maximum Fee.** As payment for satisfactory performance of the Services, Consultant shall receive a fee in an amount of **\$56.25** per hour for an expected total sum of **\$24,300.00** during the Term, but in no event to exceed the sum of **\$25,000.00** (“Fee”), as set forth in Exhibit A.
- b. **Invoices.** Consultant shall submit monthly invoices for the Institution’s review and approval indicating the portion of the Services provided during the invoice period.



QUOTATION FOR STUDENT FINANCIAL CONSULANT SERVICES  
City Colleges of Chicago  
June 7, 2022

Aretha Tharps  
8443 South Paxton Ave  
Chicago Illinois 60617

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**EXHIBIT A – SERVICES**

Quotation Dated June 7, 2022  
(Attached)

Aretha Tharps (Consultant) will provide business consultant services to City Colleges of Chicago (CCC), Office of Finance, for a cost not to exceed \$25,000 as described below. Consultant's primary point of contact at CCC for this engagement will be Jeffrey Wong, Deputy CFO & V.C. The consulting services will be provided either remotely or at Kennedy King College, U Building, 6301 South Halsted, Chicago, IL 60621, at Consultant's discretion and in consultation with CCC. City Colleges of Chicago shall provide supplies and equipment (loaner laptop). Consultant's commitment and responsibilities are described in more detail below on the Statement of Work.

### **Statement of Work (SOW)**

Aretha Tharps - Student Financial Consultant

### **Project Objective**

Student Financial consultant to provide an array of professional support and assistance to Office of Finance-Student Financials department.

### **Deliverables**

- Coordinate and provide guidance in the transition plans for the department.
- Recommend and consult on best practices for Peoplesoft support and system upgrades.
- Advise and consult on best practices for departmental contractual agreements and implementation of systems; Education Computer Systems, Inc. (ECSI), Nelnet, Touchnet, Bankmobile, etc.
- Advise and consult with the automation and implementation of the development of new software system for Continuing Education students.
- Advise leadership and consult in meeting critical timeline for special projects.
- Advise with the various student enrollment initiatives.
- Prepare and provide guidance on new business processes.
- Advise various staff members in the development and communication of new policies and procedures.
- Provide expert consultation in the preparation of the Higher Education Emergency Relief Fund (HEERF) reporting and reconciliation.
- Provide expert consultation on the various financial aid functionalities and processes.
- Advise and train on troubleshooting student's financial Peoplesoft accounts and problem solving
- Advise and train on the clean-up efforts with PS item types and unapplied credits
- Recommend and consult on best practices for utilizing various data systems in reporting student data and trends
- Advise committees on recommendations and best practices to perform system testing, advice and training staff on system processes.
- Meet as needed.

### **Schedule**

- Consulting services will be billed to CCC at a rate of \$56.25 per hour. Consultant will be available for consulting services for 18 hours each week during the term of this engagement.
- At 24 total weeks, this would amount to \$24,300, but in no event to exceed the sum of \$25,000.
- Consulting services shall begin June 9, 2022 and end November 21, 2022.