

**SERVICES AGREEMENT BETWEEN GENEVA COMMUNITY UNIT SCHOOL  
DISTRICT 304 AND SERVICE OPERATIONS SUPPORT, INC.**

This Services Agreement (“Agreement”) is made and entered into as of the date of full execution as set forth below by and between the Board of Education of Geneva Community Unit School District 304, Kane County, Illinois (hereafter the “Board” or “District”) and Service Operations Support, Inc. of Joliet, Illinois (“Consultant”), collectively referred to as the “Parties.”

**INTRODUCTION.** The Board is in need of operational and managerial services requiring a high degree of professional skill and judgment related to management of the Board’s several facilities and properties across the school district. Consultant is qualified and able to provide such services. The Board and Consultant desire to enter into this Agreement, and in consideration of the terms and conditions contained herein which the Parties agree establish good and valuable consideration, the Parties agree as follows:

1. **SERVICES.** The District engages Consultant to provide the services as described in the attached Exhibit A. Consultant will exercise its experience, expertise and high level of professional skill and judgment to determine the methods, details and means of performing the services in consultation and cooperation with District staff. Consultant shall provide such services to the District according to the District’s 2024-2025 District Office calendar, which is attached hereto as Exhibit A. Unless this Agreement is sooner terminated pursuant to the terms of this Agreement, Consultant shall provide services to the District on at least 210 and no more than 240 days during the Term of this agreement. Consultant’s services in any one year shall not exceed 1,920 hours and may not exceed more than 50 in one week. Consultant is responsible for providing a vehicle for use in carrying out the duties of this Agreement, including Consultant’s travel between the District’s properties, for which Consultant will not be separately compensated or reimbursed.

2. **TERM.** Consultant shall provide services to the District for a term beginning June 10, 2024 and ending June 10, 2025, unless this Agreement is sooner terminated pursuant to this Agreement.

3. **COMPENSATION.** For services provided, the District will pay Consultant as specified in Exhibit A. Consultant shall submit invoices for services to the District at the intervals stated in Exhibit A. Payments by the District shall be made in accordance with the Illinois Local Government Prompt Payment Act after receipt of the invoice by the District’s Business Office. Other than the compensation set forth in Exhibit A, Consultant shall not be entitled to any fringe benefits, including but not limited to paid time off, paid holidays, health insurance, etc.

4. **EXPENSES.** Consultant shall bear all expenses incurred in the performance of this Agreement, including mileage for travel between the District’s properties.

5. **INDEPENDENT CONSULTANT RELATIONSHIP.** No relationship of employer and employee is created by this Agreement between Consultant and the District, it being understood that the Consultant, its agents, and employees, will provide services as

independent consultants. Consultant acknowledges that it is providing services separately and independently from the District's direct control, supervision and evaluation; that it has a full opportunity to find other business and to work for other entities; that it has made its own investment in its business; and that it will utilize a high level of skill necessary to perform the services described. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the District, and the District will not be liable for any obligation incurred by Consultant, including, but not limited to, workers' compensation, unpaid minimum wages and/or overtime premiums. Further, Consultant shall be responsible for payroll taxes and other taxes associated with the employment of the Consultant's employees. The provision of services by Consultant or employee of the Consultant under this Agreement shall not constitute probationary service or otherwise contribute toward tenure with the District under the Illinois School Code. The Consultant and its employees shall have no claim under this Agreement or otherwise against the District for vacation pay, sick leave, retirement benefits, pension contributions or penalties, workers' compensation, disability or unemployment insurance benefits, or any other wages or benefits of any kind.

**6. RECORDS AND CONFIDENTIALITY:** The District and Consultant acknowledge and agree that all student, personnel, and District-related business records generated in performing services under this Agreement shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the Illinois School Student Records Act, the Illinois Mental Health Act and Developmental Disabilities Confidentiality Act, the federal Family Educational Rights and Privacy Act, HIPAA, the Illinois Personnel Record Review Act, and all rules and regulations governing the release of student, personnel, and medical records. Consultant and its employees who are assigned to provide services hereunder shall also abide by all other records confidentiality obligations of the District and shall not release confidential records to any third party, except as directed by the District and in compliance with law.

**7. OTHER LAWS, RULES, AND POLICIES:** Consultant agrees to abide by any other rules, policies and procedures as communicated by the District. In performing the services required under this Agreement, the Consultant shall comply with all county, municipal, state, and federal laws, rules, and ordinances now in force or which may hereafter be in force, pertaining to the services provided under this Agreement. Consultant certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois Criminal Code (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois School Code (105 ILCS 5/10-20.21). The Consultant acknowledges that the Board of Education may declare the Agreement void if it finds this certification is false. Consultant acknowledges that purchases by the Board of Education are exempt from sales, use and other taxes, and the District shall provide

proof of such exemption upon request. However, as required by law, the Consultant certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the Consultant or its affiliate is a "retailer maintaining a place of business within this State" as defined in Section 2 of the Use Tax Act (35 ILCS 105/2). The Consultant further certifies that to the extent applicable, it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.). As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Exhibit B is incorporated herein to the extent applicable

**8. BACKGROUND CHECKS.** (a) *Criminal:* All employees of consultant servicing the School District and being present in any school of the School District for two or more consecutive days shall be subject to a fingerprint-based criminal history records check and online database check pursuant to 105 ILCS 5/10-21.9 and shall not have been convicted of a prohibited offense. Consultant shall initiate such a records check prior to the employee's first day of assignment at the School District with a vendor using LiveScan equipment and approved by the Illinois Department of Financial and Professional Regulation, as available at <https://www.idfpr.com/LicenseLookUp/fingerprintlist.asp>. The cost of such checks shall be Consultant's and School District shall be provided the vendor's LiveScan results concurrently as provided to Consultant. The School District reserves the final discretion to determine the assignment of the Consultant's employee to the School District following its receipt of the criminal history report. (b) *Faith's Law.* Consultant additionally certifies that prior to sending any employee or consultant/subconsultant to the premises, Consultant has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the School District, Consultant agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent consultants.

**9. ALCOHOL AND TOBACCO USE PROHIBITED.** In accordance with State and federal law and Board Policy, the use of alcohol and any tobacco products on school property is prohibited.

**10. INDEMNIFICATION.** Consultant agrees to indemnify, defend and hold harmless the Board, its individual Board members, agents, employees and volunteers (collectively "Indemnitees") against any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorneys' fees and expenses, including, but not limited to, claims for the death of or bodily injury to any person and for the loss of, damage to or destruction of any property in any manner arising out of the negligent or intentional or alleged negligent or alleged intentional acts or omissions of Consultant, its agents, employees, or subconsultants for which the Consultant may be responsible, any tax or pension consequences

related to consultant's status as independent consultant or other determination related to such status, as well as resulting from any breach of this Agreement by Consultant.

Further, Consultant agrees to assume the entire liability for all personal injury claims suffered by it and its employees allegedly injured on Board property, and waives any limitation of liability defense based on the Workers' Compensation Act against claims by the Board for indemnification or contribution; and further agrees to indemnify and defend the Indemnitees from and against all such loss, expenses, damages or injuries, including reasonable attorneys' fees, that Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for Consultant's own negligence.

**11. INSURANCE.** Consultant shall maintain the following types and amounts of insurance for the duration of this Agreement, with insurance copies reasonably acceptable to the Board.

- a. *Commercial General Liability Insurance.* Commercial General Liability Insurance, on an occurrence basis, with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage. Such insurance must include coverage for sexual abuse and molestation.
- b. *Umbrella or Excess Insurance.* Umbrella or Excess Liability Insurance with policy limits of not less than five million dollars (\$5,000,000) for each occurrence and in the aggregate. The excess or umbrella insurance shall follow the form of the underlying Commercial General Liability Insurance in all respects.
- c. *Professional Liability Insurance.* Professional Liability Insurance with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and in the aggregate.
- d. *Worker's Compensation Insurance and Employer's Liability Insurance.* Worker's Compensation Insurance in the amounts required by applicable laws and Employer's Liability Insurance with policy limits of not less than one million (\$1,000,000) each accident for bodily injury by accident and one million (\$1,000,000) each employee for bodily injury by disease. Notwithstanding, any injuries or illnesses suffered or experienced by Consultant, either in an individual capacity or by its employees, agents or subconsultants, shall be the sole responsibility of the Consultant and; as such, neither the Board nor its Worker's Compensation Insurance will carry any responsibility.
- e. *Automobile Liability Insurance.* Automobile Liability Insurance with a policy limit of no less than five hundred thousand (\$500,000) each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

*Additional Insureds, Priority of Insurance and Subrogation.* Consultant shall name, by

endorsement if necessary, the Indemnitees as additional insureds on the Excess/Umbrella, Professional Liability and Commercial General Liability insurance policies. All insurance required of Consultant under this Agreement shall be primary insurance and any insurance maintained by the Board that is applicable to any loss arising out of, related to or connected with this Agreement shall be on an excess basis. Consultant waives, to the fullest extent permitted by the insurance policies required under this Paragraph 11 any and all rights of subrogation it and its insurers may have against the Indemnitees.

*Evidence of Insurance.* Upon execution of this Agreement, Consultant shall provide a current insurance certificate evidencing the insurance required under this Paragraph 11. Upon demand by the Board, Consultant shall provide the Board with copies of the insurance policies, with all endorsements thereto, required hereunder. All insurers referenced in this Paragraph 11 must be licensed to do business in the State of Illinois and be *A VII* rated by AM Best.

**12. TERMINATION:** This Agreement may be terminated as follows:

*a. By the District:*

- i. For convenience upon seven days' written notice;
- ii. If Consultant fails to perform Consultant's duties or materially breaches any obligation in the Agreement, and the failure or breach is not corrected within five (5) days of receiving written notice from the District or otherwise cannot be corrected;

*b. By the Consultant:*

- i. If the District materially breaches any obligation in the Agreement and such breach is not corrected within five (5) days of receiving written notice from the Consultant; or
- ii. If Consultant determines to terminate the Agreement in its sole discretion, provided the District is given advance written notice of no less than 30 days.

**13. RETURN OF PROPERTY:** Upon termination of services, Consultant will promptly return to the District all documents, materials, drawings, and other tangible manifestations of confidential District Information (and all copies and reproductions thereof). In addition, Consultant will return any unearned fees and any other property belonging to the District including without limitation: computers, office supplies, money and documents.

**14. CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the Indemnification and Confidentiality provisions of this Agreement will continue in full force and effect following such termination.

**15. BINDING EFFECT:** The covenants and conditions contained in the Agreement

shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

**16. SEVERABILITY.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties hereto.

**17. WAIVER:** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**18. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing, which amendment must be signed by both the District and Consultant to be effective.

**19. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and either emailed or mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

**The District:**

Geneva Community Unit High School District 304  
Attn: Dr. Adam Law, Assistant Superintendent  
227 N. 4<sup>th</sup> Street  
Geneva, IL 60134  
Email: [alaw@geneva304.org](mailto:alaw@geneva304.org)

**Consultant:**

Service Operations Support, Inc.  
Attn: Jeffrey Daurer  
2500 Chevy Chase Dr, Joliet, IL 60435  
[jdaurer1@gmail.com](mailto:jdaurer1@gmail.com)

**20. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Hereby agreed to as follows:

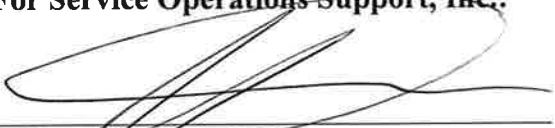
**For the Board of Education of Geneva  
Community Unit High School District 304:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Secretary

**For Service Operations Support, Inc.:**

  
\_\_\_\_\_  
Jeffrey S. Daurer, President

\_\_\_\_\_  
Date

6/6/2024

## EXHIBIT A

### SERVICES:

Service Operations Support Inc ("Consultant") agrees to provide operational and managerial services to the District in the form of:

- Assisting with operations and construction budget planning
- Leading the development of a comprehensive facilities and maintenance plan, including the review of the Facilities Department structure.
- Working with architects, consultants, and construction personnel on project-management and completion.
- Other related consultative operations services as required by the Superintendent and/or the Superintendent.

Services shall be rendered primarily at the District's Central Offices but may also be performed throughout the District, out of District, or at the home office of the Consultant at the Consultant discretion.

### FEE FOR SERVICE:

The District agrees to compensate the Consultant at a flat, all-inclusive rate of one hundred forty dollars (\$140.00) per man-hour of services provided under this Agreement. In all cases, a detailed monthly invoice/timesheet shall be submitted representing all services performed subject to the review and approval of the Assistant Superintendent- Finance & Operations and/or the Superintendent prior to processing by the District for payment. All payments to the Consultant shall be subject to annual reporting on an IRS Form 1099, and/or any other form as may be required by law. The Consultant shall provide the District with a completed IRS Form W-9.