

Professional Services Agreement

This Professional Services Agreement (“Agreement”) is made and entered into as of the date of the last signature below by and between J. Sterling Morton High School District 201, hereinafter referred to as the “District,” and Student-Centered Services, LLC, an educational consulting organization composed of current and former award-winning educators, hereinafter referred to as “SCS.”

1. **Purpose and Scope of Services:** SCS agrees to provide consulting services to the District, utilizing Cathy Johnson as the designated consultant. Services may include individual and team coaching, financial and programmatic assessments, strategic planning, and support in district operations as described below. Services may be delivered in the following phases or as targeted support based on mutual agreement:
 - Phase 1: High-level review of critical financial data to assess overall financial condition.
 - Phase 2: Assessment of budget, tax levy, grant reporting, transportation claim, and other key financial components.
 - Phase 3: Ongoing strategic financial consultation, including scheduled calls and customized planning with the superintendent and/or business office.
 - Targeted Financial Services: Support may include financial forecasting, cash/investment/debt management, personnel management, food service, purchasing, facilities planning, and student activities. All services are designed to build capacity within the district, enhance financial health, and support leadership in focusing on student-centered outcomes.
2. **Consultant:** The services will be provided by Cathy Johnson, acting as a consultant on behalf of SCS. The District understands that Cathy Johnson will



be the primary point of contact and service provider. All services under this Agreement will be performed as independent contractors. Nothing herein shall be construed to establish an employer-employee relationship, partnership, or joint venture between the parties.

3. **Compensation and Payment Terms:** The District agrees to compensate SCS at the rate of \$200.00 per hour for services rendered. Services will be invoiced monthly, including a detailed breakdown of hours worked and services delivered. Payment is due within thirty (30) days of receipt of invoice.
4. **Term of Agreement.** This Agreement will begin on July 1, 2025 and continue until June 30, 2026, unless terminated earlier by either party with thirty (30) days' written notice.
5. **Services:** SCS agrees to perform the specific scope of services as outlined above in accordance with its terms and conditions provided in this agreement.
6. **Responsibilities:** The District is responsible for providing SCS with all necessary information and resources required for project completion. SCS is responsible for delivering the project within the agreed scope and timeline, keeping the District informed about progress and any issues that might arise.
7. **Changes to Scope of Work:** Any alterations to the agreed scope, including additional tasks or deliverables, must be documented in writing and agreed upon by both parties. Such changes may incur additional fees.
8. **Confidentiality:** Both SCS and the District mutually agree to keep all information shared during the project confidential and not to disclose it to any third party without obtaining prior written consent.
9. **Liability Limitation:** SCS's total liability under this Agreement shall not exceed the total cost for the services paid by District as referred to in number 3 of this



agreement. SCS shall not be liable for any indirect, incidental, consequential, or punitive damages, even if advised of the possibility of such damages.

10. **Indemnification by District/Client:** District/Client agrees to indemnify, defend, and hold harmless Consultant from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with District's/Client's use of the services or breach of this Agreement.
11. **Insurance:** SCS shall maintain adequate liability insurance during the term of this Agreement. Proof of insurance will be provided upon request.
12. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
13. **Signatures:** The agreement becomes legally binding upon signature by authorized representatives of both the District/Client and SCS, confirming that both parties have read, understood, and accepted the terms outlined in the document.

Dr. Michael Kuzniewski
J. Sterling Morton High School District 201

Dr. David Lett, Chief Operating Officer
Student-Centered Services

Date

Date