

## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is dated as of the Effective Date as set forth in Section 2.D below, and is by and between the Board of Education of Maywood-Broadview-Melrose Park School District 89, Cook County (the "Board"), and Solutions for School Business Inc., an Illinois corporation (the "Consultant").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

### **SECTION 1.**            **CONSULTANT.**

A.     **Engagement of Consultant.** The School District desires to engage the Consultant to perform and to provide all necessary professional non-certified consulting services (the "Services") as set forth herein. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement and shall work as directed by the Superintendent or Superintendent designee during the term this Agreement is in effect, the specific days schedule to be mutually agreed upon with the Superintendent not to exceed 90 days. The term of this Agreement shall be from July 16, 2013 until June 30, 2013 and may be renewed by mutual written agreement of the parties. This Agreement may be terminated at will by either party. After the effective date of termination, the consultant shall not be entitled to any further payments of compensation of any kind under this agreement.

B.     **Services.** The Consultant shall, in cooperation with the Board and the School District Superintendent, provide advice and counsel on financial matters, purchasing, sound fiscal practices, construction issues and other related school business matters. Additional non-certified services may be added with the prior written approval of the Superintendent.

C.     **Representations of Consultant.** The Consultant represents that it is sufficiently experienced and competent to perform the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature.

D.     **Agreement Amount.** The School District will pay the Consultant eight hundred twenty five dollars (\$825.00) for each day of work to be paid through monthly invoices submitted by the Consultant. The Consultant shall be ineligible for any and all benefits which are provided to staff members by the Board, including, but not limited to sick, personal and vacation leave; hospitalization/major medical/dental insurance; term life insurance; and, unpaid or paid leaves of absences of any type or kind. The Consultant is responsible for payment of all taxes and contributions to the applicable retirement funds/system as required by law for the work performed pursuant to this Agreement. The Consultant agrees to reimburse the School District for any such payments, including applicable penalties, related to required taxes and/or contributions to retirement funds/systems or otherwise required under the law.

E.     **Time of Performance.** The Consultant shall diligently and continuously perform the Services until the completion of the Services.

F. **Reporting.** The Consultant shall regularly report to the School District's superintendent, or designee, regarding the progress of the Services.

G. **Confidential Information.** Consultant shall comply with all applicable provisions of federal and state laws and regulations, including without limitation the Illinois School Student Records Act, the family Educational Rights and Privacy Act, and the Health Insurance Portability and Accountability Act of 1996 in their current and amended forma and all corresponding regulations. All records shall be the sole property of the Board and shall be maintained at the Boards' location in accordance with all applicable state and federal laws and regulations. Copies as necessary and to the extent permitted by law shall be made available to consultant as required for the furtherance of the Services. Upon the termination of this Agreement, the Consultant shall return all records and other property belonging to the Board to the Superintendent.

H. **Indemnification.** The Board shall indemnify, defend and hold harmless the Consultant from and against any and all liabilities, losses, claims, demands, costs and expenses, including without limitation, attorney's fees and litigation costs, incurred by the Consultant for damages arising out of the consultant's non-negligent performance of the Services. The Board agrees to pay reasonable attorney fees pursuant to this Agreement to an attorney or law firm selected by the Board. Should the Consultant wish to select his/her attorney, the Consultant shall be solely responsible for the attorney's fees and litigation costs.

## **SECTION 2. GENERAL PROVISIONS.**

A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, or done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Board and the Consultant.

B. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

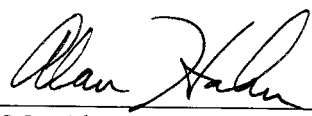
B. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

C. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

BOARD OF EDUCATION

CONSULTANT

By: \_\_\_\_\_  
Mrs. Regina Rivers, District 89 Board President

  
\_\_\_\_\_  
Mr. Alan Hahn, President