

Ed Services Co., LLC  
An affiliate of



July 16, 2009

Joe Licata, Chief Business Officer  
MSD Washington Township  
8550 Woodfield Crossing Blvd.  
Indianapolis, IN 46240-2478

Dear Joe,

Please find enclosed two copies of an Agreement for Services for benefits assistance.

Upon your review of this agreement, if all is in order, please sign, or have signed. Return a copy to our office, via fax at 317-818-3533.

We appreciate the opportunity to be of service to you and to the MSD of Washington Township.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Mandon", written in a cursive style.

Thomas G. Mandon  
Executive Director

TGM/pb

## AGREEMENT

This Agreement is dated effective as of July 15, 2009 by and between Educational Services Company, an Indiana corporation ("Consultant"), 3535 E. 96th Street, Suite 126, Indianapolis, Indiana 46240 and MSD of Washington Township ("School Corporation"), 8550 Woodfield Crossing Blvd., Indianapolis, IN 46240-2478.

### WITNESSETH THAT:

**WHEREAS**, School Corporation desires to have Consultant perform certain consulting services, as described herein below; and

**WHEREAS**, Consultant is willing to perform such services, upon the terms and conditions found herein below;

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

- 1. Services.** Consultant agrees to perform those consulting services as outlined in Schedule A, attached hereto and incorporated by reference herein (the "Services").
- 2. Payment Amount.** As consideration for performing the Services, School Corporation agrees to pay Consultant in accordance with Schedule B, attached hereto and incorporated by reference herein (the "Payment Amount").
- 3. Expense Reimbursement.** See Paragraph B.
- 4. Term.** The term of this Agreement shall be from the effective date above, until the services contemplated in Schedule A are completed and paid/reimbursed fully by School Corporation.
- 5. Termination.** The School Corporation may not terminate this Agreement while it is in breach of any of its terms or has not made any of the payments provided for in paragraph 2 above. The Consultant may terminate this Agreement at any time. In addition, the Agreement may be terminated at any time upon the mutual written agreement of the parties. Upon termination, all payments for services rendered up until the time of termination will become immediately due and payable.

**6. Liquidated Damages.** Consultant acknowledges and agrees that it will maintain sufficient liability or other insurance, bonds, or assets sufficient to cover its liability under this Agreement, up to the Payment Amount. School Corporation acknowledges and agrees that it will maintain sufficient liability coverage for its liabilities under the Agreement, up to the Payment Amount. Both parties hereto agree that neither party's liability under or relating to this Agreement for the services to be provided hereunder, whether in contract, tort or under any other theory of liability, will exceed the Payment Amount. Both parties hereto agree that the Payment Amount shall serve as an agreed-upon amount of liquidated damages in the event of any breach of this Agreement by either party (to be off set by any partial payments and/or partial performance already made to the other party hereunder).

**7. Authority.** School Corporation acknowledges and affirms that it has the requisite authority from its Board to enter into this binding Agreement, and is expressly authorized to pay consultant in accordance with the terms hereunder.

**8. Non-Assignability.** This Agreement shall be personal to Consultant, and may not be assigned by Consultant without the prior written consent of School Corporation.

**9. No-Lien Construction Contracts.** Where and if/as appropriate and possible, Consultant will enter into "no-lien construction contracts" with any vendors or subcontractors contemplated hereunder.

**10. Notice.** In the event that any notice or written consent is required hereunder, such notice or consent may be achieved either by personal delivery, or by deposit in the U.S. mail system, first class mail with sufficient postage pre-paid, if given to or addressed to the appropriate party as follows:

**Consultant:**

Educational Services Company  
3535 E. 96th St., Suite 126  
Indianapolis, IN 46240  
Attention: Thomas G. Mandon  
Executive Director

**School Corporation:**

MSD of Washington Township  
8550 Woodfield Crossing Blvd.  
Indianapolis, IN 46240-2478  
Attention: James Mervilde, Ed.D  
Superintendent

**11. Headings.** It is understood that the paragraph headings found in this Agreement are for convenience only, and do not constitute a substantive part of this Agreement.

**12. Pronouns.** It is understood and agreed that the use of the masculine pronoun herein shall subsume the use of the feminine and/or neuter pronouns, as appropriate; and, the use of the singular form shall subsume the use of the plural form, as appropriate.

**13. Indiana Legal Jurisdiction.** This Agreement is entered into between two Indiana entities maintaining Indiana locations and/or offices, and it will be governed by the substantive and procedural laws of the State of Indiana. Any lawsuits or other actions pertaining to, or arising out of, this Agreement must be brought in a court of competent jurisdiction in the State of Indiana.

**IN WITNESS WHEREOF,** duly-authorized representatives of the parties hereto have executed this Agreement as of the effective date above.

**CONSULTANT**

**SCHOOL CORPORATION**

By: *Thomas G. Mandon*  
Printed: Thomas G. Mandon  
Title: Executive Director

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of School Board Approval: \_\_\_\_\_

## **Schedule A**

Services To Be Performed By Educational Services Company

Educational Services Company will provide a qualified individual to assist with benefits activities.

## **Schedule B**

### **Fee Arrangement and Expense Reimbursement**

**Fee Arrangement.** School Corporation agrees to pay Consultant at an hourly rate of \$200.00 for the services herein, upon receipt of a written invoice from Consultant. School Corporation agrees to pay amounts shown on invoice within sixty (60) calendar days of receipt. Invoices may be sent via mail, hand delivered, or via electronic medium.

**Expense Reimbursement.** Costs and expenses to be reimbursed by School Corporation will include, but not be limited to parking fees, copying costs, overnight accommodations, meals, etc., if agreed to by the School Corporation in advance. Mileage expenses will be \$0.55 per mile (or the current rate in force for IRS reimbursement).