

**AGREEMENT BETWEEN
MONROE-GREGG SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 13th day of June, 2016, by and between the Monroe-Gregg School Corporation (“Monroe-Gregg”) and Roberson Consulting Services, LLC. (“Roberson Consulting”). Roberson Consulting is a limited liability corporation incorporated in the State of Indiana that offers consulting services to school corporations and desires to provide such services to Monroe-Gregg. Monroe-Gregg desires to enter into a contract with Roberson Consulting as an independent contractor to provide Interim Superintendent consulting services.

THEREFORE, in consideration of the mutual promises set forth in this Agreement, Monroe-Gregg and Roberson Consulting mutually agree and covenant as follows:

1. Performance of Services.

- (a) Roberson Consulting agrees to provide Interim Superintendent consulting services to Monroe-Gregg, which services are described in Addendum A that is attached to this Agreement (the “Services”). Roberson Consulting agrees that it will assign the President of the company, Dr. William E. Roberson, to provide such Services. Roberson Consulting and Dr. Roberson will determine the means, manner, method and details of performing the Services.
- (b) Roberson Consulting represents that Dr. Roberson has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of Monroe-Gregg. Roberson Consulting represents that Dr. Roberson is licensed by the State of Indiana to perform such Services, and that he has the authority to sign documents as Interim Superintendent. Roberson Consulting shall be solely responsible for the professional performance of the Services, and shall have sole discretion and control of the Services and the manner in which they are performed, subject to the requirements of Indiana law.

2. Payment for Services. Monroe-Gregg agrees to pay Roberson Consulting for the Services being provided under this Agreement in accordance with the following terms and conditions:

The sum of \$143,000 shall be paid to Roberson Consulting between July 1, 2016 and June 30, 2017 and July 1, 2017 and June 30, 2018. Roberson Consulting will be paid in 13 equal installments on a bi-weekly basis, with the first payment being made on July 15, 2016. In addition, the parties agree that Dr. Roberson may, in his sole discretion, attend educational conferences while providing Services to Monroe-Gregg; however, Monroe-Gregg will not pay registration fees for Dr. Roberson’s attendance at any such educational conferences. Monroe-Gregg will provide to

Roberson Consulting a 1099 form for tax purposes reflecting all of such sums paid to Roberson Consulting at the conclusion of the Agreement.

3. Term. This Agreement will become effective on July 1, 2016 and shall continue until June 30, 2018. This Agreement may be terminated before the end of the term by mutual agreement of the parties.

4. Term Life Insurance. Monroe-Gregg agrees to provide Dr. Roberson a term life insurance policy with a face value equal to \$143,000.00. Dr. Roberson shall reimburse Monroe-Gregg for the cost of the premium for such term life insurance policy.

5. Long Term Disability Insurance. Monroe-Gregg agrees to provide Dr. Roberson with long term disability insurance. Dr. Roberson shall reimburse Monroe-Gregg for the cost of the premium for such long term disability insurance policy.

6. Complaints or Concerns. The Board of Monroe-Gregg School District will notify Roberson Consulting in writing if it has any complaints or concerns regarding the Services being provided under this Agreement.

7. Relationship of the Parties. Roberson Consulting is entering into this Agreement as an independent contractor. Under no circumstances shall Dr. Roberson be considered an employee of Monroe-Gregg within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Dr. Roberson consider Monroe-Gregg as his employer, or as a partner, agent, or principal. Roberson Consulting and Dr. Roberson shall not be entitled to any benefits accorded to Monroe-Gregg's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Roberson Consulting shall be responsible for providing, at Roberson Consulting's expense and in Roberson Consulting's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder. Roberson Consulting and Dr. Roberson will continue consulting for other organizations when not performing the Services for Monroe-Gregg.

Roberson Consulting shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of payments received by Roberson Consulting under this Agreement, including estimated taxes, and shall provide Monroe-Gregg with proof of said tax payments upon demand.

8. Criminal Records Check. Roberson shall comply with the provisions of Indiana law regarding the completion of criminal background investigations.

9. Provision of Office and Supplies. Monroe-Gregg agrees to provide an office, desk space, communication facilities and other necessary items for Roberson Consulting to perform the Services during the term of this Agreement.

10. Rules and Regulations. All results and regulations of the Board of Monroe-Gregg and all federal, state and, local laws, ordinances and regulations are to be observed by Roberson Consulting.

11. Indemnification. Monroe-Gregg shall defend, hold harmless and indemnify Roberson Consulting and its officers, employees, and agents, specifically including Dr. Roberson, from any and all demands, claims, suits, actions or legal proceedings brought against Roberson Consulting and/or Dr. Roberson, provided that the incident arose in connection with the Services being provided under this Agreement. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school Superintendent, or which were made under apparent authority of statute or applicable common law or which were specifically or impliedly authorized by the Board, shall be considered within the scope of this Agreement. This provision shall require Monroe-Gregg to pay all legal fees, court costs, and any and all other litigation costs directly, or to reimburse Roberson Consulting for any such fees, costs or expenses necessary to defend itself from any and all such demands, claims, suits, actions or legal proceedings brought against Roberson Consulting and/or Dr. Roberson unless such demands, claims, suits, actions or legal proceedings were brought for actions clearly outside the scope of this Agreement. This indemnification provision shall survive the termination of this Agreement and shall continue in full force and effect after termination of the contractual relationship between the parties.

12. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

MONROE-GREGG

Monroe-Gregg School District
135 S. Chestnut Street
Monrovia, IN 46157

ROBERSON CONSULTING

4430 East Allison Road
Camby, IN 46113
Telephone: 317-430-5053

13. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties. Monroe-Gregg will be responsible for legal fees associated with the preparation and approval of this Agreement, including reimbursing Roberson Consulting for all legal fees paid by it in connection with the preparation and approval of this Agreement.

14. Indiana Law. This Agreement shall be governed by the rights, duties and obligations of the parties and shall be determined and enforced in accordance with the laws of the State of Indiana. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained by Morgan County, Indiana.

15. Waiver. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MONROE GREGG SCHOOL
CORPORATION

ROBERSON CONSULTING LLC

By: 
Scott Everett, School Board President

By: 
William E. Roberson, President

By: 
Chris Williams, School Board Secretary

ADDENDUM A (DESCRIPTION OF CONSULTING SERVICES)

(insert list of services)