Bushue Human Resources, Inc.

An Outsourced Risk Management Company Focusing on Human Resources, Insurance, Background Screening and Fingerprinting

104 N Second St, Ste B
PO Box 89
Effingham, IL 62401

Phone: 217-342-3042
Fax: 217-342-5653
Email: info@bushuehr.com

September 22, 2010

Attn: Dr. Gary Niehaus
McLean County Unit District No. 5
1809 W. Hovey Avenue
Normal, IL 61761

Dear Dr. Niehaus:

Agreement

Agreement made January 1, 2011, between McLean County Unit District No. 5, with principal offices at 1809 W. Hovey Avenue, Normal, IL 61761, hereinafter called client and Bushue Human Resources, Inc. with principal offices at 104 N. Second St. - Suite B, Effingham, IL 62401 hereinafter called consultant.

1. **Services:**
   Consultant, as an independent contractor, agrees to provide, during the term of this agreement, the following services:
   - **Bushue Human Resources, Inc. agrees to provide Human Resource, Safety, & Insurance Consulting on a retainer basis.**
   - **This consulting engagement may consist of participation in meetings, phone, e-mail, or fax as necessary. A complete breakdown of activities to be completed for the above services shall be developed with administration.**

2. **Compensation:**
   - The Client shall pay the rate of $21,000 ($1,750 per month) for the period beginning January 1, 2011, and ending December 31, 2011; $22,050 ($1,837.50 per month) for the period beginning January 1, 2012, and ending December 31, 2012; $23,152.50 ($1,929.38) for the period beginning January 1, 2013, and ending December 31, 2013.

3. **Payment Terms:**
   - Consultant will invoice Client on an annual basis.
   - A late payment fee of 5% of the amount due will be charged for any payment after its due date.

4. **Term:**
   The initial term of this Agreement shall commence on the 1st day of January 2011, and end on or prior to the last day of December 2013, provided however that all services can be performed during this time. This agreement may be extended beyond the initial term or any extension term only by the written agreement of both parties.

Client Initial:_____
Office Initial:_____

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5. **Designation of Duties:**
   Consultant shall receive his requests for services to be performed from:
   - Dr. Gary Niehaus, Superintendent or
   - McLean County Unit District No. 5 School Board

6. **Reimbursable Expenses:**
   The following expenses will be billed to client in addition to compensation:

   - Mailing, printing, advertising and reproduction or other expenses resulting directly from performance of services in the Agreement.

7. **Indemnification:** Limitation of Liability:
   Client agrees that any and all loss, liability, demand, suit, expense, or cause of action arising out of consultant's acts or omissions during the performance of the services identified herein shall be limited to a sum equal to the amount paid by client to consultant in connection herewith. Consultant shall not be responsible for any fees, penalties, or fines client receives from Federal, State, or local governmental entities.

8. **Attorney Fees:**
   In the event that a lawsuit is filed by consultant for the collection of any amount due consultant hereunder, the prevailing party shall pay the non-prevailing party's costs and expenses of such suit, including but not limited to reasonable attorney fees.

9. **Non-Solicitation of Employees:**
   During the term of the Agreement and for three (3) years thereafter, the Client and Consultant mutually agree not to recruit, solicit or hire any employee of the other without written permission.

IN WITNESS WHEREOF, the parties have signed this Agreement:

Consultant _____ Date _____

Client(s) _____ Date _____