

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (hereinafter referred to as “Agreement”) is hereby made and entered by and between Manchester Community Schools, an Indiana School Corporation, having a principal place of business at 404 West 9th Street, North Manchester, IN 46962 (hereinafter referred to as “School”), and Scot D. Croner (hereinafter referred to as “Consultant”).

RECITALS:

WHEREAS, School requires assistance and support in preparing for and conducting its search for a new superintendent, and desires to contract with Consultant to provide such assistance and support;

WHEREAS, Consultant is agreeable to providing such assistance and support to the School on the terms and conditions set out in this Agreement.

NOWHEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the School and Consultant (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

- 1. Services Provided.** The School hereby agrees to engage the Consultant to provide the School with services (the “Services”) consisting of:

 - Preparation and evaluation of interview questions, training of School Board members on conducting interviews, attendance at interviews of candidates, and evaluation of candidates, as such relates to the superintendent position with School. These Services shall be provided as requested by School, subject to Consultant’s availability.

The Consultant hereby agrees to provide such Services to the School. The Services will also include any other tasks which the Parties may agree on reasonably related to the preparation of the Budget.
- 2. Term of Agreement.** The term of this Agreement (the “Term”) shall begin as of the last date of the Parties’ signatures below (“Effective Date”), and will remain in full force and effect until June 30, 2022, or until otherwise terminated as provided in this Agreement. The terms of this Agreement will not automatically extend except by the written consent of both Parties.
- 3. Termination.** This Agreement may be terminated by any party at any time, with or without cause, upon the terminating Party providing the other Party ten (10) days written notice of the intent to terminate this Agreement. This Agreement may also be terminated at any time for any reason by written mutual consent of the Parties. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.
- 4. Compensation.** For the Services rendered by the Consultant as required by this Agreement, the School will provide compensation (the “Compensation”) to the Consultant as follows:

 - School will pay Consultant One Hundred Dollars (\$100.00) per day in which Consultant attends interviews of candidates. A “day” shall be considered eight (8) hours within a regular twenty-four (24) hour period. Services rendered for less than a full day shall be compensated as if rendered for a full day. In addition, School will pay Consultant One Hundred Dollars (\$100.00) per candidate for the superintendent position that Consultant assists School with interviewing and evaluating.
 - Consultant shall be responsible for any state or federal taxes, excise or otherwise, related to the payment of the Compensation.

- Consultant shall submit monthly invoices to School, which School shall pay within thirty (30) days of receipt.
 - In the event of termination, Consultant shall be paid for any Services performed as of the date the notice of the intent to terminate is provided.
5. **Reimbursement of Expenses.** Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services under this Agreement. All expenses must be pre-approved by the School.
 6. **Return of Property.** Upon the expiration or termination of this Agreement, the Consultant will return to the School any property, documentation, records, or other information which is the property of the School. Upon the expiration or termination of this Agreement, any property, equipment, documentation, or records of Consultant used by Consultant to provide the Services for the School, shall be returned to the Consultant.
 7. **Independent Consultant.** In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent Consultant and not as an employee of School. The Consultant and the School acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The School is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.
 8. **Confidentiality (FERPA).** Consultant agrees to maintain the confidentiality of any and all educational records of students of School that are disclosed to, or reviewed by, the Consultant in accordance with Federal and State laws, rules and regulations.
 9. **Notices.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

School:	Consultant:
Manchester Community Schools	Scot Croner
404 W. 9th St.	71860 CR 9
North Manchester, IN 46992	Nappanee, IN 46550
- or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by certified or registered mail, or (c) the following day after being deposited with an overnight courier.
10. **Best Efforts.** Consultant shall perform the Services using Consultant's best efforts and in a manner reasonably consistent with industry standards. Consultant acknowledges and agrees that a duty of care is owed to School with respect to the performance of the Services, however Consultant does not guarantee the performance of or satisfaction with any candidate who may be hired by School.
 11. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

12. **Time of the Essence.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
13. **Assignment.** The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement to any third party without the prior written consent of the School.
14. **Entire Agreement.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
15. **Enurement.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.
16. **Titles/Headings.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
17. **Governing Law.** This Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
18. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
19. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the Effective Date.

SCHOOL:

CONSULTANT:

By: _____

By:  _____

David Terflinger, Board President

Scot D. Croner

Date: _____

Date: 07/22/2021