Insurance Consulting Agreement

This Agreement, made this 1st day of January, 2010, by and between Insurance Audit and Inspection Company ("Consultant") and Monroe County Community School Corporation ("Client").

WHEREAS Consultant has been and is engaged in the business of providing professional independent insurance and risk management consulting services, and;

WHEREAS, Consultant is not engaged in the sale or placement of insurance and has as its sole source of remuneration fees paid by insurance policyholders, and;

WHEREAS, Consultant is an independent contractor willing to provide independent insurance and risk management consulting services to Client for the period contemplated in this Agreement; and

WHEREAS, Consultant has indicated Client of its willingness and capability to provide independent insurance and risk management services to Client on a regular but nonexclusive basis; and

WHEREAS, Client is desirous of engaging Consultant to provide independent insurance and risk management consulting services to Client on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and covenants contained herein, it is hereby agreed as follows:

I. APPOINTMENT

A. Client hereby engages Consultant as an independent contractor for the purpose of performing the services outlined in the Letter of Engagement ("Engagement Letter") attached hereto and incorporated by reference herein, and Consultant accepts such appointment and agrees to perform services outlined in the Engagement Letter.

B. Consultant is and shall remain an independent contractor with respect to its performance and obligations hereunder and shall have no power
II. TERM OF AGREEMENT

This agreement shall have a term of 1 (one) year starting as of the date first written above. Upon Agreement of Client and Consultant, this Agreement may be automatically renewable for subsequent annual periods. Either Client or Consultant may terminate this Agreement, with or without cause, by sending a written notice of termination to the other party. Such notice shall specify the termination date, which shall be no sooner than 30 (thirty) days in advance of such termination. This Agreement shall terminate automatically if Client becomes subject to mandatory ineligibility to contract with Consultant under applicable laws and regulations.

III. STATUTORY COMPLIANCE.

In accordance with the provisions of Indiana Code Section 27-1-15.5, Consultant hereby:

A. Agrees to provide to Client this written Agreement in accordance with Indiana Code Section 27-1-15.5-7(c), which form has been approved by the Commissioner of the Department of Insurance;

B. Acknowledges that this Agreement shall be signed by Client and a copy provided to Client before any services under this Agreement are performed; and

C. Discloses to the Client that the Consultant will not receive compensation for the sale of any property and casualty insurance product, nor accept any remuneration from any insurer, brokerage, agency, reinsurer, or other financial intermediary; that the sole source of remuneration paid to Consultant, under the terms of this Agreement, shall be the fee charged by the Consultant to the Client, as set forth in the Engagement Letter.
IV. CONSULTANT’S DUTIES

A. Consultant’s duties under this Agreement are to provide, consistent with the wishes of the Client, the services set forth in the Engagement Letter attached hereto and incorporated herein by reference;

B. Consultant shall serve Client with objectivity and loyalty, acting solely in the Client’s best interest;

C. Consultant’s services, as outlined in the Engagement Letter, attached hereto and incorporated by reference herein, are of an advisory nature only and represent the opinion(s) and suggestion(s) of Consultant. The services being provided by the Consultant shall not be construed in any way, shape, or form, as decisions made on behalf of Client. Client understands and agrees that implementation of Consultant’s suggestions or recommendations is the sole responsibility of the Client, except to the extent that the Client specifically asks the Consultant to assist it in implementing such suggestions and/or recommendations.

D. Client hereby specifically states and agrees that all decisions related to its business, operations, affairs, and any and all other matters discussed between Client and Consultant are deemed to have been made and shall be made by Client in its sole and absolute discretion.

E. Client understands and agrees that Consultant and/or its representatives, even if licensed as attorneys, certified public accountants, or certified financial planners, are not actively engaged in the practice of those professions, and that Consultant and/or its representatives are acting solely and in the capacity of an independent insurance and risk management advisor. All such degrees and certifications are agreed to be a matter of educational background and experience that support the Consultant and/or its representatives in matters related to insurance and risk management consulting. Client hereby assumes the sole responsibility for the legality of any and all decisions made, whether or not at the suggestion of the Consultant.

F. Client and Consultant understand and agree that Consultant is not engaged in the business of rating the financial solvency or claims paying ability of any insurer and that Consultant shall not be held
responsible for the insolvency, rehabilitation or liquidation of any insurer, whether or not such insurer is writing a policy of insurance covering the Client.

G. Notwithstanding the foregoing, failure to agree with and/or implement the suggestions, or recommendations, of Consultant shall not be deemed cause for non-payment of services.

H. Consultant agrees that it will maintain or cause to be maintained professional liability insurance covering Consultant, its agents, owners, and employees during the entirety of this Agreement and will provide certificates of insurance confirming the existence of said coverage upon the request of the Client.

I. Consultant agrees that it will maintain copies of all documents presented to it by Client during the period of this Agreement. If this Agreement is cancelled or nonrenewed, Consultant agrees to maintain all files, materials and documents presented to it by Client for a period of one year following the effective date of termination or nonrenewal of this Agreement. Thereafter, Consultant is under no obligation to maintain any records, documents, or other information presented to it by Client and Client agrees that all of the foregoing documents and information may be destroyed by Consultant.

V. CONSULTANT’S COMPENSATION AND EXPENSES

For the services set forth in the Engagement Letter, Client shall pay the Consultant the fees identified in such Engagement Letter attached hereto and incorporated by reference herein. Such fees shall be due and payable to Consultant at the time and in the manner set forth in the Engagement Letter attached hereto and incorporated by reference herein.

VI. INDEMNIFICATION

Client agrees to indemnify and hold harmless Consultant and all of its officers, directors, shareholders, employees, and their respective spouses, heirs, successors, and assigns against any and all costs, losses, liabilities, expenses (including reasonable attorney’s fees) judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with third party claims against any indemnitee which results