CONSULTING SERVICES AGREEMENT

By and Between
Monroe County Community School Corporation
and
MGT of America, Inc.

THIS AGREEMENT is made this 27th day of April 2010, by and between Monroe County Community School Corporation ("Client"), and MGT of America, Inc., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.
MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services
MGT shall provide to Client those services as outlined in the project work plan, dated April 26, 2010 that is attached to and incorporated into this Agreement (Attachment “A”).

1.2 Timetable for Services.
The Services shall be performed and the product(s) of the services shall be delivered on the schedule set forth in MGT’s proposal, which timetable is attached to and incorporated into this Agreement (Attachment "B").

2. Compensation.
For its work under this Agreement, MGT shall be paid a total amount not to exceed $35,865, as follows: This fee shall be paid on the following schedule:

Invoiced monthly by percentage of task complete.

MGT shall render monthly invoices to Client for fees earned during the preceding month. Monthly invoices shall be payable on receipt and delinquent 25 days from receipt by Client. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client’s failure promptly to review and accept the product of the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Term and Termination.
This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. For recordkeeping purposes, the term of this Agreement shall be from May 5, 2010 through August 30, 2010. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT’s standard hourly rates) for Services performed, plus expenses incurred, prior to termination.
4. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers

Dr. William Carnes shall serve as Project Manager and point of contact for MGT under this Agreement. Dr. John Coopman shall serve as Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. Miscellaneous

6.1. No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2. Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3. Subcontracting and Assignment.

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement.

6.4. Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with Florida law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the Florida state court having jurisdiction and located in Leon County, Florida. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client’s performance and payment under this Agreement.

6.5. Prior Performance.

Services performed by MGT pursuant to Client’s authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

Attn: Dr. William Carnes  
MGT of America, Inc.  
2123 Centre Pointe Blvd.  
Tallahassee, FL 32308

If to Client:

John T. Coopman, Ed. D.  
Superintendent  
Monroe County Community School Corporation  
315 E. North Drive  
Bloomington, IN 47401

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.
IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

Monroe County Community School Corporation

By: ________________________________________

As its: _____________________________________

Address: ____________________________________

City/State/Zip: ________________________________

FEID: ________________________________________

MGT of America, Inc:

By: ________________________________________

As its: Senior Partner

Address: 2123 Centre Pointe Blvd.

City/State/Zip: Tallahassee, FL 32308

FEID: 59-1576733
MONROE COUNTY COMMUNITY SCHOOL CORPORATION
COMMUNITY DISCUSSION AND FACILITATION SERVICES

PROPOSED WORK PLAN – Revised Schedule

Task 1.0: Project Initiation

Objectives:

- To finalize the work plan
- To ensure effective communication throughout the project
- To ensure the project’s final product will meet the client’s goals and objectives

Activities:

1.1 Conduct project initiation meeting with appropriate district staff.

1.2 Distribute project directory for MGT’s project team and identify key project team members for Monroe County Community School Corporation (MCCSC).

1.3 Identify the appropriate lines of communication (internal project communication and external community outreach).

1.4 Review proposed work plan and edit as appropriate to ensure the final product will meet the needs of MCCSC.

1.5 Form an Ad Hoc Community Advisory Committee to develop survey topics.

1.6 Review proposed project schedule and adjust as appropriate.

Deliverables:

- Project directory
- Final work plan
- Final project schedule
- Communication plan

Work Period:

May 5th - 7th, 2010
Objective:

- To review and analyze the data necessary to understand the local issues affecting educational program decisions for MCCSC

Activities:

2.1 Review existing planning documents and reports, including facility plans, strategic plans, and other documents that may be relevant to this study.

2.2 Review existing demographic data for the district.

2.3 Compile and categorize existing facility information (as available) including facility capacity, utilization, condition, site size, etc.

Deliverable

- District profile for MCCSC

Work Period:

May 5\textsuperscript{th} - 7\textsuperscript{th}, 2010
Task 3.0: Educational Review & Programmatic Priorities

Objectives:

- To provide a framework for developing program recommendations based on the mission, goals and objectives of MCCSC.
- To review the current and proposed educational programs.
- To determine facility implications of current and proposed educational programs.

Activities:

3.1 Review existing data pertaining to the district’s mission, goals, objectives, and programmatic priorities.

3.2 Review current program information including school curriculum guides, department plans, technology plans, state guidelines, future program planning, etc.

3.3 Meet with appropriate staff to review the district’s mission, goals, objectives and programmatic priorities and their impact on:
   - Curriculum development
   - Instructional program
   - Management models
   - Organization of grade levels
   - Incorporation of information technology systems
   - Parental involvement
   - Special education programs

Deliverables:

- Report documenting the school district’s educational mission and goals, current and projected programs
- Report on programmatic priorities based on current and proposed educational programs
- Report on facility implications of current and proposed educational programs

Work Period:

May 10th-21st, 2010
Task 4.0: Preparation for Community Engagement

Objectives:

◦ To determine the questions that will be used for polling at the onsite community meetings and online survey
◦ To establish modes of communication for the announcement of meetings and the dissemination of results

Activities:

4.1 Meet with the Community Advisory Committee to determine the subject matter for the questions to be asked at the community meetings and the survey.

4.2 Work with the MCCSC Project Director to finalize the questions.

4.3 Work with the MCCSC Project Director to determine a communication format for announcing the meetings and survey.

Deliverable:

◦ Set of polling questions for the community meetings and survey
◦ Meeting announcements (format TBD)

Work Period:

May 24th-28th, 2010
Task 5.0: Community Engagement

Objective:

- To actively involve and engage the district and public in a discussion of present and future program priorities for Monroe County Community School Corporation

Activities:

5.1 Prepare presentation materials regarding the major issues for use in stakeholder charrettes and other public presentations.

5.2 Hold three (3) community meetings within the district to inform stakeholders of the study and seek input regarding present and future program priorities of the MCCSC.

5.3 Create an online survey that mirrors the questions asked at the community meetings and provide opportunity for comment.

Deliverables:

- Results of district and public input, presented graphically and in narrative format.

Work Period:

June 2010
Task 6.0: Report Development and Presentation

Objective:

- To prepare and present the final report

Activities:

6.1 Prepare the draft report, based on the findings from the community meetings and survey.

6.2 Present draft report to district staff and board members as appropriate.

6.3 Revise draft and prepare final report.

6.4 Present final report to MCCSC officials and others, as appropriate.

6.5 Make public presentation as needed.

Deliverables:

- Final report
- Public presentation

Work Period:

July 2010
## TIMELINE

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