

# **Bushue Human Resources, Inc.**

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

104 North 2<sup>nd</sup> St, Suite B  
PO Box 89  
Effingham, IL 62401

Phone: (217) 342-3046  
Fax: (217) 342-5673  
Email: info@bushuehr.com

January 31, 2017

Attn: Dr. David Lett  
Pana CUSD #8  
14 E. Main  
Pana, IL 62557

Dear Dr. Lett:

## **Agreement**

Agreement made March 1, 2017, between Pana CUSD #8, with principal offices at 14 E. Main, Pana, IL 62557, 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 \$655 Per Month (Annually - \$7,860) for the period beginning March 1, 2017, and ending February 28, 2018; \$660 Per Month (Annually - \$7,920) for the period beginning March 1, 2018, and ending February 28, 2019; \$665 Per Month (Annually - \$7,980) for the period beginning March 1, 2019, and ending February 29, 2020.

### **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 March 2017, and end on or prior to the last day of February 2020, 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. David Lett, Superintendent or
- Pana CUSD #8 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 non-prevailing party shall pay the 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 \_\_\_\_\_