MAZI EDUCATION
learning together

February 19, 2025

Dear Mark Gianfermi

Enclosed is a proposed scope of work to renew our current engagement for an additional school year in order to provide further training and support. As a former Indiana State Education and Local Education Agency Title/district administrator, as well as an LEA special education director, our team presents a unique skill set to support this project.

Please know that the activities are customizable based upon your needs. Upon review, if you have any requested edits, please let me know. If any of the proposed options are selected, and/or upon further edits, the included standard terms contract will be updated for signature.

Examples of Nathan Williamson's current and previous accomplishments that demonstrate his, and his team's capacity, to support the organization at a high level:

- Serve as a current mentor for the Indiana Department of Education Indiana Program Administrator Leadership Institute (INPALI) program
- Served as Indiana's state education director for several federal and state grants for multiple years, with an annual budget responsibility of over $500 million
- Written, either as a lead or co-lead, several competitive grants garnering over $100 million in new funding to the organizations
- Received high-marks for audit efficiency, which negated the State Board of Accounts (SBOA) needing to conduct annual, consecutive federal program audits of the state education agency for the first time in over a decade
- Removed a high-risk local education agency under his leadership from special conditions for special education and high-risk designation for Title I due to improved programming, compliance, and effectiveness
- Elected by a group of other state-level education peers to the executive board of National Association of ESEA [Title] Program Administrators (NAESPA)
- Support numerous clients with varying needs at a high level to maximize all funding streams to meet the needs of their students, staff, and families

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Scope of Work for Crown Point Community School Corporation

The below activities will occur via an approved calendar with LEA staff. With federal and state grants, there is expected fluctuation due to the specific period of the year and this model will allow for the district to not have volatile pricing each month and can prepare for consistent billing practices on a project-basis.

Federal and State Grant Mentoring

Option 3: Bi-Weekly Training and Mentorship for Staff, Other Needed Duties through June 2026

- Following a co-developed calendar of technical assistance, the vendor will provide bi-weekly mentoring for the district leadership, federal Programs Administrator, other federal and state program staff, finance staff, and school-level staff (as needed) to develop a strong understanding of all grants and associated financial and programmatic requirements for IDOE/SBOA, as well as support compliance with State Board of Accounts. This will enable the LEA to maximize the flexibility of its funding to achieve the objectives of its strategic plan, and to become better suited to achieve other competitive and strategic grants/opportunities.
- Available for technical assistance questions as needed, and for spot checking various district reports and grant submissions.
- Support LEA staff to ensure that all reports, grant amendments, and applications are submitted in a timely manner for FY 25 and 26.
- Support strategic planning for the LEA to align funding with their district and school improvement plans, vision/mission, and objectives.
- Includes one (1) full day of onsite support for grant implementation, compliance, and strategic planning during 24-25 or 25-26 school year.
- Provide regular updates, as needed to the LEA per their preferred schedule.
- Timeline: Upon approval of contract, until June 30, 2026. Renewable upon preference of the district, in a similar or altered capacity.
- **Pricing**: $12,000, billed at $1,000 per month starting in July 2025 through June 2026

Other

Other work as requested

a. Upon request in writing (e.g. email) by a staff member, the vendor is able to support in other areas as needed due to the wide range of our expertise, including but not limited

to writing competitive grants, financial administration, English learners, foster, homeless, special education and populations, leadership development, curriculum development and coaching, preschool development and implementation, strategic planning, and more.

b. **Pricing**: All other work as requested activities beyond will be billed at the rate of $150/hr. If a full-day onsite is requested, a $2,500/day fee will be utilized, which includes all preparation time and travel costs. Half days (virtual) only are available at $750/day. If the LEA wishes for a project-based quote, MAZI Education can provide an alternate proposal as well.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Service Agreement") covers the period from July 1, 2025 or the date the contract is signed, whichever is later to June 30, 2026, by and between **Mazi Education, LLC** (the "Contractor") and the **Crown Point Community School Corporation** (the "Client"). In consideration of the mutual promises and covenants contained herein, the Contractor and the Client agree as follows:

1. SERVICES: The services to be provided by the Contractor to the Client are as follows attached to EXHIBIT A hereto.

2. SERVICES OUTSIDE SCOPE OF SERVICES: It is not anticipated that there will be a need for professional services for the Client outside the Scope of Services of this Service Agreement. To the extent that such need does arise, the Contractor will first contact the Client and if requested, prepare a supplemental proposal and/or service agreement for such additional services. Should the Contractor provide any services outside the Scope of Services as attached hereto as EXHIBIT A without prior written consent of the Client, the Contractor shall not be compensated. In the event that the Client chooses to pursue a financial transaction, the Contractor will provide a separate engagement agreement and separate scope or apply the provided hourly rate.

3. COMPENSATION FOR SERVICES: Fees for professional consulting and advisory services are provided to the Client and invoiced to the client. The Contractor will submit monthly invoices to the Client with payment due within thirty (30) days of receipt of invoice. Professional fees shall be billed at the rates for the Contractor effective from the dates in the enclosed scope of work (see EXHIBIT A). Incidental costs (e.g. printing, binding) are not included and are to be provided by the client. All necessary mileage and travel expenses are covered by the contractor unless otherwise stated.

A payment for services provided or incidental costs incurred shall not be deemed "late" if proper claim for payment has been made or timely filed with the Client. The Contractor shall send invoices to the following address via email service:

Provided by the client
Project: State and federal grants mentoring

4. TERMINATION: Either party, upon thirty (30) days' written notice, may terminate this Service Agreement. The Client shall be responsible for payment for all professional consulting and advisory services rendered, authorized and performed for this project through the date of termination.

5. WARRANTY: The Contractor warrants that all professional consulting and advisory services provided by its employees, agents, sub-contractors, and representatives are performed in a professional manner with the full intention to adhere to industry standards and with all federal/state and local regulations, rules and procedures applicable to the Scope of Services attached hereto under EXHIBIT A. However, services are consultative and advisory in nature. Final decision making, authority, and responsibility rests with the client. Mazi Education, LLC shall not be liable to the Client for damages of any kind, including incidental, direct, indirect, or consequential, on the account of this Contract.

6. INSURANCE AND BACKGROUND CHECK PROVISIONS: The Contractor warrants that it maintains all necessary Liability in amounts required under Indiana law and shall also provide evidence of said policies upon request. During the term of this Service Agreement, the Contractor shall maintain professional liability insurance coverage in the minimum amount of $1,000,000. Should there be any change in this coverage amount, the Contractor shall immediately notify the Client. Furthermore, all employees and contractors have a criminal background check completed and up to date.

7. Confidentiality of Client Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the Client.

The Contractor shall be permitted to list the Client's name, logo, and/or a high-level description of the project to other potential clients to use as a reference.

8. ENTIRE AGREEMENT: This Service Agreement constitutes the entire agreement between the Contractor and the Client. All prior agreements, oral or otherwise, between and among the parties are hereby rescinded and rendered null and void.

9. DISPUTE RESOLUTION: If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute through non-binding mediation before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties. The court of jurisdiction if any claims should proceed to litigation shall be Johnson County, Indiana.

10. WAIVER: Any waiver of any term or condition of this Service Agreement shall not be construed as a waiver of a subsequent breach of the same or any other term or condition.

11. NOTICE PROVISION: Any notice required under the Service Agreement shall be made, by mail, to the following:

Contractor:	**Client:**
Mazi Education, LLC	Crown Point Community School Corporation
4228 Secretariat Lane	11050 South Main Street
Bargersville, IN 46106	Crown Point, IN 46307
Attention:	**Attention:**
Nathan Williamson	Mark Gianfermi

12. ASSIGNMENT: This Service Agreement is binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by the Contractor without first obtaining the written consent of the Client.

13. AMENDMENTS OR MODIFICATIONS TO THIS SERVICE AGREEMENT: This Service Agreement may not be modified or amended except in writing executed after the date hereof by an authorized officer of the Contractor and by the Client.

14. SEVERABILITY: Every provision of this Service Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the legality or validity of the remainder of this Service Agreement.

15. GOVERNING LAW: This Service Agreement shall be governed by the laws of the State of Indiana, Johnson County, the principal place of business of the Contractor.

16. INDEPENDENT STATUS: It is the expressed intention of the parties that Contractor is an independent entity, and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Mazi Education, LLC and Client or any employee or agent of Client. Neither Mazi Education, LLC nor Client shall in any way represent itself as a partner, joint venturer, agent, employee, or general representative of the other party.

Both parties acknowledge that Contractor and the employees and agents of Contractor, if any, are not employees of Client and are not eligible for or entitled to any of the benefits provided to employees. Contractor agrees not to claim entitlement to such benefits either directly from or through any governmental agency. Contractor shall be solely responsible for the payment of the wages and salaries of its employees and subcontractors and all matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes) workers' compensation, disability benefits, medical and other insurance-related benefits and all such additional legal requirements applicable

to employees of Contractor.

Contractor shall retain the right to pursue and perform services for others similar to the Services hereunder during the term of this Contract.

17. AUTHORIZATION: All signatories represent and warrant they are duly authorized to execute this Service agreement.

18. FORCE MAJEURE. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

19. INDEMNIFICATION. The Client agrees to indemnify, defend, and hold harmless the Contractor, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract.

20. OWNERSHIP OF DOCUMENTS AND MATERIALS

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") specific to IPS shall remain the property of the Client. The consolidation of funds framework and processes shall remain the ownership of MAZI Education for its sole use, although IPS will have permission to own and use the forms specific to IPS. IPS shall only use the forms for Linton Stockton local purposes, and not for third-party entities.

B. The Contractor shall provide the Client full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

21. SIGNATORY SECTION: Reference next page for signatories executing this Service Agreement.

SIGNATORY SECTION

AGREED AND ACCEPTED:
MAZI Education, LLC



Nathan Williamson

Crown Point Community School Corporation

Signature here

Mark Gianfermi

Authorized Representative Name

Dated 02/26/2025