



TALX Corporation  
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St. Louis, MO 63146  
314-214-7000  
314-214-7588 Fax  
[www.talx.com](http://www.talx.com)

July 1, 2009

Enclosed please find a fully executed copy of the TALX Corporation UC eXpress service agreement. We appreciate the opportunity to provide world-class unemployment cost management services to your company. Should you have any concerns regarding the enclosed information, please contact your Client Relationship Manager, Landon Armbruster at 732-901-0858.

Regards,

Kelly Naimo  
Contract Administration

Enclosure: TALX UC eXpress® Service Agreement

## TALX UC eXpress® UNEMPLOYMENT COST MANAGEMENT SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between TALX Corporation, a Missouri corporation, ("TALX") and Glencoe SD #35 ("Client"), and is for the performance of the Unemployment Cost Management Service outlined herein in the state(s) of: Illinois

### I. TALX

TALX shall perform the following account and claims management services.

#### Account Management:

A Client Relationship Manager ("CRM") will be assigned as your personal contact with TALX. The CRM will be responsible for implementation and ongoing operation of your unemployment cost control program. The CRM will:

1. Establish channels of communication between your firm and TALX.
2. Prepare and distribute program/procedure guide, if required.
3. Provide management reports to identify potential liability, current charges, claims processed and reasons for separation.
4. Provide technical service bulletins concerning legislative changes.

#### Claims Administration:

TALX will administer the claim process and charge protests for all claims reported to TALX during the term of this agreement.

1. TALX will maintain databases pertaining to unemployment compensation claims, and will submit various reports and recommendations as described below.
2. TALX will be responsible for complete administration, inception to termination, of the processing of all Client's unemployment insurance claims in each state listed above.
3. In addition to the processing of unemployment insurance claims, TALX will perform tasks, including, but not limited to:
  - Review of unemployment insurance claims for determination of eligibility.
  - Verification of Client liability.
  - Conduct pre-hearing conferences with staff that you designate. If the circumstances on a particular hearing warrant special care, a TALX hearing representative will be available to attend the hearing with you for an additional fee.
  - Benefit charges will be audited to final disposition of the charge.

#### Endorsement Services:

In addition to the above services, TALX shall perform the services described in any endorsement to this Agreement, subject to any applicable statutes, regulations and administrative rulings. At no time will TALX render or be required to render any service that could be interpreted as the practice of law or accountancy.

### II. Client

Client shall provide all information or data reasonably requested by TALX including, but not limited to (1) copies of quarterly charge statements, (2) claims, hearings, and benefit charge statements not sent directly to TALX by the state agencies, and (3) wage and separation information.

Client acknowledges that the ability of TALX to provide services which comply with state laws and procedures is dependent upon the timely information and prompt action by Client. Client agrees to inform TALX of important facts and changes in circumstance and to make its best efforts to attend state hearings and other meetings as appropriate to fulfill the responsibilities of Client as an employer and TALX as an agent of employer.

**Transmittal of Personal Data.** TALX's internal policy for securing electronic communications containing confidential information, such as social security numbers, requires email encryption for clients who prefer to use email as their method of communication. The options for email encryption are usage of Transport Layer Security (TLS) on the client email servers or usage of the Voltage secure email application. Both options allow the email to travel over the internet securely and are easy for the client to use when retrieving and sending confidential email. Clients who choose to use Transport Layer Security to send email communications must maintain their TLS certification status on all servers receiving emails from TALX. Clients using email

communications who do not use TLS or allow their TLS certification to lapse will be automatically set up to receive secure email using Voltage. Please designate your preferred email method for secure communication below:

Transport Layer Security Is your certification current  Yes  No  Unknown  
 Voltage Secure Email

If no selection is made above, TALX will set your primary communication preference for communicating sensitive data to fax and require a listing of current fax numbers for all contacts.

### III. Fee

The fee to be paid to TALX for the services to be rendered under this Agreement shall be \$306.00 per year payable in equal quarterly installments. This fee will increase by Five percent (5%) on each anniversary of the Effective Date and will be invoiced on the first day of the calendar quarter in which Services are to be performed. The assumption of claims workload is up to 15 annually. A fee of \$12.00 per claim will apply to claims received in an agreement year exceeding this claims workload.

TALX or a TALX representative will, at Client's request, attend unemployment hearings with Client for an additional fee of \$225.00 per hearing. If TALX provides representation at an unemployment hearing by an attorney due to Client's request, an additional fee of \$60.00 will be due to TALX. For unemployment hearings where attorney representation is a statutory requirement, Client will be responsible to pay a fee to TALX of \$200.00 per hour billed, in ¼ hour increments.

Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, TALX shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon TALX's net income and any taxes or amounts in lieu thereof paid or payable by TALX as a result of the foregoing excluded items.

### IV. Term and Termination

This Agreement shall be for an Initial Term of One year commencing on June 1, 2009 and shall automatically renew for successive one-year terms ("Successive Terms") unless either party provides the other with notice of termination at least ninety (90) days preceding the ending date of the Initial Term or the ending date of any Successive Term. Either party may terminate this Agreement if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party written notice and at least 30 days in which to cure the breach before terminating the Agreement.

### V. Assignment

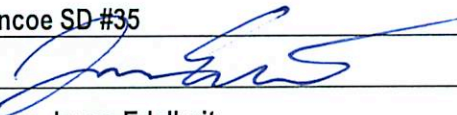
Neither party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by a business reorganization, either party may assign this Agreement, provided that they provide the other party with written notice. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns.

### VI. Indemnification/Limitation of Liability

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors and employees from and against all third party claims, demands, liabilities, suits, damages, costs and expenses of every kind and description, including penalties and reasonable attorneys fees, proximately resulting from any negligent act or omission of the party or its officers, directors or employees, or from any breach of any obligation, representations, or warranties under this Agreement.

ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DAMAGES OF ANY KIND PAYABLE BY EITHER PARTY HEREUNDER EXCEED THE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

Client: Glencoe SD #35

Signature: 

Printed Name: Jason Edelheit

Title: Director of Finance and Operations

Date: 06-09-09

Address:

620 Greenwood Ave

Glencoe, IL 60022

Claims Contact: Jason Edelheit

Phone: 847-835-7813

Fax: 847-835-7805

Email: [edelheij@glencoeschools.org](mailto:edelheij@glencoeschools.org)

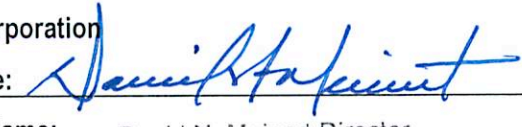
Invoice Recipient: Johanna Ortega

Phone: 847-835-7814

Fax: 847-835-7805

Email: [ortegaj@glencoeschools.org](mailto:ortegaj@glencoeschools.org)

TALX Corporation

Signature: 

Printed Name: David N. Meinert Director  
UC Business Analysis

Title:

Date: 6/22/09

Approved As To Legal Form

  
Initials

6/22/09  
Date