

AGREEMENT

This Agreement is dated effective as of _____, 2013, by and between Educational Services Company, an Indiana corporation ("Consultant"), 3535 E. 96th Street, Suite 126, Indianapolis, Indiana 46240 and the and Central Nine Career Center ("C9CC"), 1999 U.S. 31 South, Greenwood, IN 46143.

WITNESSETH THAT:

WHEREAS, C9CC desires to have Consultant perform certain consulting services, as described hereinbelow; and

WHEREAS, Consultant is willing to perform such services, upon the terms and conditions found hereinbelow;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Services.** Consultant agrees to perform those consulting services as outlined in Schedule A, attached hereto and incorporated by reference herein (the "Services").
2. **Payment Amount.** As consideration for performing the Services, C9CC agrees to pay Consultant in accordance with Schedule B, attached hereto and incorporated by reference herein (the "Payment Amount").
3. **Expense Reimbursement.** See Paragraph B.
4. **Term.** The term of this Agreement shall be from the effective date above, until the services contemplated in Schedule A are completed and paid/reimbursed fully by C9CC.
5. **Termination.** C9CC may terminate this Agreement at any time, provided it is not in breach of any of its terms and is current with all of the payments provided for in paragraph 2 above. Likewise, The Consultant may terminate this Agreement at any time. In addition, the Agreement may be terminated at any time upon the mutual written agreement of the parties. Upon termination, all payments for services rendered up until the time of termination will become immediately due and payable.

6. Liquidated Damages. Consultant acknowledges and agrees that it will maintain sufficient liability or other insurance, bonds, or assets sufficient to cover its liability under this Agreement, up to the Payment Amount. C9CC acknowledges and agrees that it will maintain sufficient liability coverage for its liabilities under the Agreement, up to the Payment Amount. Both parties hereto agree that neither party's liability under or relating to this Agreement for the services to be provided hereunder, whether in contract, tort or under any other theory of liability, will exceed the Payment Amount. Both parties hereto agree that the Payment Amount shall serve as an agreed-upon amount of liquidated damages in the event of any breach of this Agreement by either party (to be off set by any partial payments and/or partial performance already made to the other party hereunder).

7. Authority. C9CC acknowledges and affirms that it has the requisite authority from its Board to enter into this binding Agreement, and is expressly authorized to pay consultant in accordance with the terms hereunder.

8. Non-Assignability. This Agreement shall be personal to Consultant, and may not be assigned by Consultant without the prior written consent of C9CC.

9. No-Lien Construction Contracts. Where and if/as appropriate and possible, Consultant will enter into "no-lien construction contracts" with any vendors or subcontractors contemplated hereunder.

10. Notice. In the event that any notice or written consent is required hereunder, such notice or consent may be achieved either by personal delivery, or by deposit in the U.S. mail system, first class mail with sufficient postage pre-paid, if given to or addressed to the appropriate party as follows:

Consultant:

Educational Services Company
3535 E. 96th St., Suite 126
Indianapolis, IN 46240
Attention: Robert P. Harris II
Executive Director

Client:

Central Nine Career Center
1999 U.S. 31 South
Greenwood, IN 46143
Attention: Stephen Hagen, Ph.D.
Executive Director

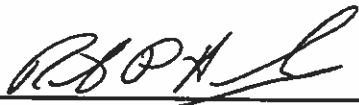
11. Headings. It is understood that the paragraph headings found in this Agreement are for convenience only, and do not constitute a substantive part of this Agreement.

12. Pronouns. It is understood and agreed that the use of the masculine pronoun herein shall subsume the use of the feminine and/or neuter pronouns, as appropriate; and, the use of the singular form shall subsume the use of the plural form, as appropriate.

13. Indiana Legal Jurisdiction. This Agreement is entered into between two Indiana entities maintaining Indiana locations and/or offices, and it will be governed by the substantive and procedural laws of the State of Indiana. Any lawsuits or other actions pertaining to, or arising out of, this Agreement must be brought in a court of competent jurisdiction in the State of Indiana.

IN WITNESS WHEREOF, duly-authorized representatives of the parties hereto have executed this Agreement as of the effective date above.

CONSULTANT

By: 

Printed: Robert P. Harris II

Title: Executive Director

CENTRAL NINE CAREER CENTER

By: _____

Printed: _____

Title: _____

Date of Board Approval: _____

SCHEDULE A

Educational Services Company will provide a qualified individual to review the financial formula in place for the Center and to present a circuit breaker analysis to the Board. The consultant will work under the direction of the Executive Director or his designee.

SCHEDULE B

Fees: C9CC agrees to pay Consultant for the services herein, (estimated at \$6,500-\$7,500) upon receipt of a written invoice from Consultant. C9CC agrees to pay amounts shown on invoice within sixty (60) calendar days of receipt. Invoices may be sent via mail, hand delivered, or via electronic medium.

- 1) No other expenses are anticipated other than copying costs and travel from the assigned consultant's location to the C9CC.
- 2) Additional work outside the scope of the project will be charged at the rate of \$220.00 per hour.

Expense Reimbursement: Costs and expenses (except for mileage) to be reimbursed by C9CC will include, but not be limited to parking fees, copying costs, overnight accommodations, meals, etc. Mileage expenses will be based on the IRS approved rate of travel at the time of service (currently .565 per mile).