



FEE FOR SERVICE AGREEMENT

This fee for service agreement ("Agreement") is effective this 6th. day of June, 2016 (the "Effective Date"), by and between Central Nine Career Center (the "School Corporation"), and Administrator Assistance, LLC, an Indiana limited liability company ("Contractor"). In consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement as follows:

1. **Engagement to Provide Contractor Services.** Contractor will provide services set forth on Exhibit A to School Corporation as an independent contractor (collectively, the "Services"). Contractor shall provide the Services at such times and at such locations as may be reasonably requested by School Corporation. Contractor shall retain and exercise full control over the order, sequences, details, manner, and means by which Contractor provides the Services. Contractor shall comply with all policies and procedures of School Corporation that are deemed by School Corporation to be applicable to Contractor. The names of the individuals who shall provide the Services on behalf of Contractor are set forth on Exhibit A. (Each of those individuals is referred to hereafter as "Service Provider"). During the Term (as defined in Section 4), Contractor shall amend Exhibit A as necessary to reflect changes in staffing of the Services.
2. **Fee.** In consideration of the Services to be provided by Contractor hereunder, School Corporation shall pay the amounts set forth on Exhibit A (the "Fee"). The Fee shall be paid according to the terms set forth in Exhibit A. Payment of the Fee to Contractor shall cease upon the date of expiration or termination of this Agreement, for any reason — except that School Corporation shall be responsible for paying any outstanding fee owed to the Contractor. During the Term of this Agreement and for a six (6) month period thereafter ("Restricted Period"), the School Corporation shall not solicit for employment and shall not employ or otherwise engage the service of any Service Provider without the express written consent of Contractor. If during the Restricted Period the School Corporation employs or otherwise engages a Service Provider to perform services in a non-employment capacity (such as a consultant, intern, or independent contractor) other than through Contractor, the School Corporation agrees to pay to Contractor a placement fee equal to fifty percent (50%) of the Service Provider's annual compensation with School Corporation (or what would be the equivalent thereof even if Service Provider is engaged to work a shorter time period for School Corporation), which amount shall become due and payable to Contractor upon the Service Provider's acceptance of employment or such other engagement with School Corporation. Such placement fee is payable by the School Corporation regardless whether the School Corporation obtains Contractor's consent to the Service Provider's employment with or provision of services to the School Corporation.
3. **Independent Contractor.** The parties mutually agree, intend and understand that, in performance of the Services under this Agreement, Contractor at all times will act and perform solely as an independent contractor providing the services to School Corporation, and there shall be no employment relationship between School Corporation and Contractor. Notwithstanding any other provision of this Agreement, this Agreement shall not be deemed to represent or evidence the hiring of Contractor by any party as an employee, nor does it constitute a contract of employment. Contractor will make no representations to third parties inconsistent with the relationship established by this Agreement.
4. **Termination.** This Agreement shall be in effect from the Effective Date until terminated in writing by either party at any time for any reason, upon fourteen (14) days notice to the other party.
5. **Miscellaneous.** (a.) **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be delivered by hand or mailed by certified mail, return receipt requested:

If to School Corporation

Central Nine Career Center

1999 US Highway 31 S.

Greenwood, IN

Attention: David Edds, Director

If to Contractor:

Administrator Assistance, LLC

116 W. 7th St.

Brookston, IN 47923

Attention: Steve Wittenauer

(b.) Waiver of Breach and Severability. The waiver by either party of a breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach. In the event any provision of this Agreement is found to be invalid or unenforceable, it may be modified by a court of competent jurisdiction to best comply with the stated intention of the parties. If any provision is judicially severed from this Agreement, the remaining provisions of this Agreement will continue to be binding and effective.

(c.) Amendments. This Agreement may not be modified or amended orally, but only by an agreement in writing signed by both parties.

(d.) Governing Law. This Agreement shall be interpreted in accordance with and be governed exclusively by the laws of the State of Indiana.

(e.) Entire Agreement: Modification. This Agreement supersedes any and all other agreements, oral or written, between the parties and contains all of the agreements between the parties with respect to the Services to be rendered by Contractor to School Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

By: _____

Printed: Mr. David Edds

Its: Director

Date: _____

ADMINISTRATOR ASSISTANCE, LLC.

By: Steve Wittenauer

Printed: Steve Wittenauer

Its: Manager

♦ Please sign both Original Contracts. Return a signed contract back to AA and Retain a copy for your records.

EXHIBIT A

1. For purposes of this Agreement the "Services" shall include the following, without limitation:

Administrator Assistance will do a three (3) year review of the Extra Curricular accounts for Central Nine.

2. Fee: _____

Daily Rate:

Or

Flat Fee: \$ \$2250.00—All inclusive

Combination of hourly rate and flat fee:

3. Expenses eligible for reimbursement (if any):

Individuals providing the Services on behalf of Contractor (i.e., Service Providers): Mr. Steve Sonntag



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Attention: David Edds, Director

If to Contractor:

Administrator Assistance, LLC

116 W. 7th St.

Brookston, IN 47923

Attention: Steve Wittenauer

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By: _____
Printed: Mr. David Edds
Its: Director
Date: _____

ADMINISTRATOR ASSISTANCE, LLC.
By: Steve Wittenauer
Printed: Steve Wittenauer
Its: Manager

♦ Please sign both Original Contracts. Return a signed contract back to AA and Retain a copy for your records.

EXHIBIT A

1. For purposes of this Agreement the "Services" shall include the following, without limitation:

Administrator Assistance will work with appropriate Personnel to Balance accounts for Central Nine-(Not to Exceed 54 Hours).

2. Fee: _____

Hourly Rate: \$90.00 Per Hour

Or

Flat Fee: \$ _____

Combination of hourly rate and flat fee:

3. Expenses eligible for reimbursement (if any): Plus Mileage

Individuals providing the Services on behalf of Contractor (i.e., Service Providers): Mrs. Karen Canary

