NON-EXCLUSIVE REFERRAL AGREEMENT

THIS NON-EXCLUSIVE REFERRAL AGREEMENT ("Agreement"), dated as of the 30th of July, 2009, by and between ADMINISTRATOR ASSISTANCE, LLC, an Indiana limited liability company ("AA"), and MONTICELLO COMMUNITY SCHOOL CORPORATION ("School").

WHEREAS, AA is engaged in the business of placing independent contractor consultants with school corporations to provide them with temporary school administrators and other services; and

WHEREAS, School desires to use AA's placement services to find an independent contractor consultant to fill a position at School on a temporary basis and AA desires to offer its placement services to School to find an independent contractor consultant to fill a position at School on a temporary basis;

NOW, THEREFORE, in consideration of the promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, AA and School agree as follows:

1. Position Required. School requires a Consultant to serve in the capacity of approximately 120 - 150 Days (the "Position") for a period of approximately

2. Provision of Services. During the Term, as hereinafter defined, AA shall use good faith efforts, on a non-exclusive basis, to identify a Consultant to fill the Position for School. For the purposes of this Agreement, "Consultant" shall mean a person identified by AA that desires to serve in the Position in the capacity of an independent contractor. School shall retain the sole and exclusive right to reject or refuse to fill the Position with a Consultant offered by AA without liability to AA for such rejection or refusal. In the event School approves of a Consultant identified by AA, it shall be the responsibility of School and the Consultant to enter into an agreement setting forth the rights and responsibilities of School and the Consultant with regard to the Position.

3. AA's Compensation.

(a) Fee. In the event School fills the Position with a Consultant, and regardless of whether a written agreement is entered into by and between School and the Consultant, School shall pay to AA the amount set forth in Exhibit A hereto (the "Fee"). The Fee shall be payable over the course of Consultant's tenure in the Position and in accordance with the then prevailing payroll practices of School. AA agrees that the sole compensation for its activities with respect to School shall be the Fee, and that AA shall not be entitled to receive any other compensation or reimbursement for any expenses or costs incurred by AA in connection with AA's efforts to identify the Consultant.
(b) **Fee Continuance.** In the event School rejects or refuses to fill the Position with an identified Consultant but subsequently (i) agrees to fill the Position with the same Consultant within one hundred twenty (120) days of the initial rejection or (ii) fills a different position with the same Consultant within one hundred twenty (120) days of the initial rejection, then AA shall be entitled to receipt of the Fee.

(c) **Non-Payment.** If School fails or refuses to pay any portion of the Fee when due, School shall pay all costs of collection, including reasonable attorneys’ fees, incurred by AA in the enforcement of this Agreement. In addition, AA shall be entitled to interest from School at the rate of one percent (1%) per month, beginning as of the date the Fee first becomes due.

4. **Relationship Between School and AA.** The parties acknowledge that AA is acting as a finder only, and shall have no authority to: (i) enter into any commitments on School’s behalf, (ii) negotiate any agreement between School and Consultant, or (iii) hold itself out as an agent or employee of School. The relationship of the parties hereunder is and shall be that of independent contractor and client. Nothing in this Agreement shall be construed (a) to create a joint venture, partnership, employer/employee relationship, agency or any relationship other than that of independent contractor and client, or (b) to authorize either party to undertake any obligations of any kind, express or implied, on behalf of the other party. AA shall be treated as an independent contractor for all purposes of this Agreement, including, without limitation, with respect to federal and state tax laws and other laws and regulations. School will not be responsible for withholding any taxes for the benefit of AA. AA assumes full responsibility for the payment of all federal, state and local taxes imposed or required under applicable law in connection with the performance of and compensation for the provision of services hereunder by AA.

5. **Term and Termination.** This Agreement shall continue in effect from the date hereof until **Completion of November 15th** (the “Term”). Either party may, on fifteen (15) days prior written notice, terminate this Agreement prior to the end of the Term for any reason or no reason. Notwithstanding, obligations to pay the Fee survive the termination or expiration of this Agreement. For example, if School terminated this Agreement on September 10th, and the Consultant continues to fill the Position for School until September 30th, School would be obligated to pay AA Fees earned but not paid prior to September 10th and for twenty (20) days’ of fees from September 10th to September 30th.

6. **Non-Exclusive Relationship.** Either party may at any time continue to establish and maintain business relationships with any other persons or entities, including but not limited to competitors of the other party, without restriction.

7. **Relationship with Consultant.** School acknowledges and agrees that the sole role of AA pursuant to this Agreement is to identify prospective Consultants for School that, in the judgment of AA, are qualified to fill the Position, and that in the event School hires a Consultant, AA is not responsible for any and all duties or obligations related to the Consultant.
or the Position, including but not limited to: School and the Consultant entering into an agreement setting forth the rights and responsibilities of School and Consultant with regard to the Position, compensating the Consultant, reimbursing expenses of Consultant (if required by School’s agreement with Consultant), determining and paying the taxes required by federal, state or local law on Consultant’s compensation (if any), or determining and providing the benefits required by federal, state or local law for Consultant (if any).

8. **Placement Fee.** During a Consultant’s work with School and for a six (6) month period thereafter, School shall not solicit for employment and shall not employ or otherwise engage the service of that Consultant without paying to AA a placement fee equal to ____ % of Consultant’s first year’s earnings potential to be paid such Consultant from School, which amount shall become due and payable upon the individual’s acceptance of employment or such other engagement with the School.

9. **Acknowledgment of Restrictive Covenants.** School acknowledges that Consultant may be subject to certain restrictive covenants arising out of his/her agreement with AA, which restrictive covenants may, among other things, prevent Consultant from accepting employment from School and that such restrictive covenants may be waived by AA only in specific, limited circumstances.

10. **Notices.** Any notice, confirmation, demand, or other communication which either party may give or be required to give the other party shall be in writing and shall be deemed sufficiently given if personally delivered, telecopied, sent by a nationally recognized overnight courier, or mailed by United States first class mail, registered or certified mail, postage prepaid and return receipt requested, addressed as set forth below:

   **If to AA:**
   Administrator Assistance, LLC
   35 Adeway Court
   West Lafayette, Indiana 47906
   Attention: Steve Wittenauer

   **If to School:**
   MONROE COUNTY COMMUNITY SCHOOL CORPORATION
   815 S. North St.
   Bloomington, IN 47401
   Fax: 812-330-7533
   Attn: Dr. T. J. Conklin
   Fax No. 812-330-7533

or at such other address as either party shall specify by written notice so given, and shall be deemed to have been delivered as of the date personally delivered, one (1) day following deposit with a recognized overnight courier (with all delivery charges prepaid), upon the sending machine’s confirmation of the receipt of the telecopy by the receiving telecopy machine, or three (3) days following the mailing if mailed (postage prepaid).

11. **Assignment.** Neither party may assign its rights and obligations hereunder to any other party without the prior written consent of the other party.
12. **Non-Waiver.** Waiver by either party of any breach of any provision of this Agreement by any other party shall not constitute a waiver or estoppel by such party of any other future breach or requirement hereunder. Any failure or delay by a party in enforcing any right or remedy under this Agreement shall not constitute a waiver by such party of such right or remedy.

13. **Mutual Indemnification.**

(a) **Indemnification by School.** School agrees to indemnify and hold harmless AA, its agents and employees from any claims, expenses, and liabilities arising from claims, actions or incidents of negligence or other tortious conduct, violation of any statute, law, or regulation, criminal or dishonest activity attributed to any Consultant maintained hereunder, School’s failure to perform or grossly negligent performance under the terms of this Agreement, or due to any action by School which may result in a violation of any law or regulation for which it has any responsibility pursuant to any provision of this Agreement.

(b) **Indemnification by AA.** AA agrees to indemnify and hold harmless School, its agents and employees, from any claims, expenses, and liabilities arising from claims, actions or incidents of negligence or other tortious conduct, violation of any statute, law, or regulation, criminal or dishonest activity by AA, and, except as otherwise provided herein, liability and/or damages of any kind resulting from AA’s failure to perform or grossly negligent performance of the services required of it under this Agreement. Provided, however, that nothing contained in this paragraph shall be construed to provide indemnification for any liabilities or damages arising out of the conduct or action of any Consultant identified by AA.

(c) **Obligations Survive Termination.** The indemnification obligations contained in this section shall survive termination or expiration of this Agreement.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Indiana, without regard to conflict of laws principles.

15. **Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and supersedes any and all prior discussions, agreements, or understandings. This Agreement may not be modified or amended except by a writing executed by both parties.

[Remainder of Page Intentionally Blank]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Administrator Assistance, LLC
By: [Signature] Steve Wittenauer, Manager

"AA"

[INdupE Coudy Commoney Scboll Coodination]

By: [Signature]

Printed: [Signature]

Its: [Signature] Superintendent

"School"

[Signature Page of Non-Exclusive Referral Agreement - Indiana]
Exhibit A to Non-Exclusive Referral Agreement

Name of School: MONROE COUNTY COMMUNITY SCHOOL CORPORATION

Name of Contractor: DR. SHERIDA BROOK BERTHA BUSDEMAST

Position Title: EDUCATIONAL CONSULTANTS

Term of Engagement: 120 - 150 DAYS

AA's Fee: $150 A DAY PLUS MILEAGE AT IRS RATE