

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between EDUCATIONAL DEVELOPMENT UNLIMITED, L.L.C. (Consultant) and the GADSDEN INDEPENDENT SCHOOL DISTRICT (District).

In exchange for agreement to the terms and conditions set forth below, and other good and valuable consideration, Consultant and District agree as follows:

1. Consultant agrees to provide services to District to coordinate the review process for the charter application for Anthony Charter School according to the attached calendar using the attached review matrix.
2. Consultant shall begin providing the above services on August 22, 2005, which services Consultant shall complete on or before October 15, 2005.
3. District agrees to pay Consultant for the above services Fifty Dollars (\$50.00) per hour plus gross receipts tax, with Consultant's services not to exceed \$ 2500.00. Consultant shall submit a time sheet and invoice for work done to the District within 10 days of completion of this contract and District shall then pay Consultant at the next day of pay following receipt of Consultant's time sheet and invoice.
4. If Consultant incurs expenses for travel, supplies, photocopying or any other materials needed to perform Consultant's services, Consultant shall submit a list of such expenses to District, and District shall pay Consultant at the next date of pay following receipt of Consultant's statement.
5. Consultant is an independent contractor and is not an employee of District. Consultant is not entitled to benefits of any kind or nature normally provided employees of District. Further, Consultant shall be responsible for all withholding taxes and for payment to

each Consultant's employees or officers for services performed pursuant to the Agreement.

6. Any confidential information provided to, or developed by, Consultant in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Consultant without prior written approval of District.
7. This Agreement may be terminated by either party upon written notice delivered to the other party at least ten (10) calendar days prior to the intended date of termination. Consultant shall then be entitled to payment from the District for any services performed to the date of termination, and for payment of any expenses, as set forth above, to the date of termination.
8. Except for an action for an injunction pursuant to the terms of this Agreement, in the event of any other dispute regarding the terms and conditions of this Agreement, SUCH DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

Following written notice from either party setting forth the matter in dispute and a demand for arbitration, both parties shall then have ten (10) calendar days to agree in writing upon an arbitrator.

If the parties are not able to agree upon an arbitrator within ten (10) calendar days from written demand, then either party may demand that the Chief Judge of Bernalillo County District Court designate an arbitrator, unless directed otherwise by the arbitrator as set forth below.

- a. Each party shall be responsible for one-half of the expenses of the arbitrator.

- b. The arbitration shall then be held within thirty (30) days from the parties' designation of an arbitrator, or upon the designation of the arbitrator by the Chief Judge as set forth above.
- c. The arbitration shall be conducted pursuant to the Arbitration Rules of Procedure of the Bernalillo County District Court and the New Mexico Arbitration Act.
- d. THE ARBITRATION SHALL BE FINAL AND BINDING.
- e. The award of the arbitrator will have the same force and effect as a court judgment and may be enforced by the Bernalillo County District Court.

9. This Agreement shall become effective on August 22, 2005 and shall terminate on October 15, 2005 unless terminated as set forth above.

10. This Agreement constitutes the entire Agreement between the parties and shall not be altered, changed or amended except by written agreement signed by both parties.

GADSDEN INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

Title: _____

EDUCATIONAL DEVELOPMENT UNLIMITED, L.L.C.

By: _____

Date: _____

Linda D. Lefton, Managing Member