

AGREEMENT FOR PROFESSIONAL SERVICES/CONSULTANT

This Agreement for Professional Services/Consultant ("Agreement") is made and entered into as of this 7th day of July, 2026, by and between **Harmon Consulting Service, LLC** ("**Consultant**") and **Evansville Vanderburgh School Corporation** ("**EVSC**") (each, a "Party" and collectively, the "Parties").

1. **Term of Agreement.** The term of this Agreement shall be effective beginning July 7, 2026, and continue until July 6, 2027. The Agreement may be renewed for additional one-year terms upon mutual, written agreement of the Parties.

Either Party may, at any time, with or without cause, terminate the Agreement as to any one or more of the Services provided by the Consultant, by giving at least thirty (30) days' prior written notice to the other Party.
2. **Service to be Provided.** Consultant will provide professional financial advising and consultation services, as required by the EVSC, to ensure compliance with all state and federal laws, rules, and regulations.
3. **Compensation.** EVSC shall pay Consultant not more than \$9,500.00 annually. Consultant shall invoice the EVSC upon completion of services, which invoice shall be paid within thirty (30) days of receipt.
4. **Independent Contractor.** The Parties mutually understand and agree that Consultant shall direct and control all details of the work. Notwithstanding any provisions to the contrary contained herein, no relationship of employer and employee is created by this Agreement, it being understood that Consultant will act as an independent contractor and not have any claim under this Agreement or otherwise against EVSC for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability, unemployment insurance benefits, or employee benefits of any kind.
5. **Non-Exclusivity – Other Engagements.** Consultant shall be entitled to make its services available for other customers, persons, or clients during the term of this Agreement as Consultant sees fit, subject to the terms of this Agreement.
6. **Tax Responsibility.** No joint venture, partnership, employment, agency, or other such relationship is intended, accomplished, or embodied by this Agreement. This Agreement does not entitle Consultant to any medical coverage, life insurance, retirement savings plans, and/or any other benefits provided by EVSC to its employees. As an independent contractor, Consultant shall be responsible for and shall indemnify and hold EVSC harmless with respect to, the payment or withholdings of all applicable federal, state, and local taxes, and any payments or withholdings related to unemployment compensation, wage and hour requirements, FICA, FUTA, or other amounts arising in connection with commissions or other amounts paid to Consultant by EVSC pursuant to this Agreement, if any, or otherwise in connection with the working relationship between the Parties. In the event the Internal Revenue Service or any other federal or state agency shall succeed in reclassifying this relationship between EVSC and Consultant as one of employer/employee, Consultant agrees that, to the fullest extent allowed by law, EVSC shall be entitled to claim an offset for any payment of self-employment tax, income tax, or other federal or state tax payment made by Consultant during the relevant tax year against any liability for income tax withholding, FICA, FUTA, or any other federal or state tax liability (including penalties and interest) assessed against EVSC as a result of the reclassification.

7. **Performance Standards and Remedies.** Consultant represents that it possesses the skill, professional competence, expertise, experience, personnel, and resources necessary to perform the Services in a professional, timely, and workmanlike manner consistent with generally acceptable industry standards.

Consultant shall perform all services in accordance with the requirements of this Agreement and any project-specific scope, assignment, directive, or other mutually agreed requirements established by the Parties from time to time.

If EVSC determines that any Services performed by Consultant are deficient, incomplete, untimely, or otherwise fail to conform to the requirements of this Agreement or the applicable project assignment, EVSC shall provide written notice describing the deficiency. Consultant shall promptly take all reasonable corrective actions necessary to cure the deficiency at no additional cost to EVSC.

If Consultant fails to timely cure the deficiency, or if the deficiency materially persists following such corrective actions, EVSC may, in addition to any other remedies available at law or in equity:

a) reject the affected services or work product; b) require re-performance of the Services; c) withhold payment for deficient or incomplete Services; d) procure substitute services and seek reimbursement from Consultant for damages, costs, or expenses (including reasonable attorney's fees and expenses) arising from Consultant's failure to perform; and/or e) terminate this Agreement for cause upon written notice.

8. **Indemnification.** Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party, together with its agents, officers, employees, and representatives (collectively, "Indemnified Party"), from and against all third-party claims, liabilities, costs, expenses, damages, and judgments, including reasonable attorneys' fees, incurred by the Indemnified Party arising directly or indirectly from the Indemnifying Party's performance, lack of performance, actions, or inactions under this Agreement; provided, however, that the Indemnifying Party shall not be responsible for any part of any damage, liability, cost, or loss, including reasonable attorneys' fees and expenses, incurred by the Indemnifying Party which results from the negligence of the Indemnified Party.

9. **Confidentiality.** Consultant shall keep in strict confidence all information provided by EVSC in connection with the Services provided hereunder.

10. **Liability Insurance.** Consultant shall carry in its own name, at its own cost, the following insurance or self-insurance: Comprehensive General Liability Insurance with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.

Consultant shall furnish EVSC a certificate that the above insurance or self-insurance is at all times in full force and effect. EVSC shall be carried as an additional insured thereunder, and upon request, Consultant shall provide the EVSC proof thereof.

11. **Modification and Waiver.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. A waiver by either Party of any breach or default in the performance of any of the provisions of this Agreement on the part of the other shall not constitute a waiver of any subsequent breach or default on the part of either Party.

12. **Severability; Invalid Provisions Inapplicable.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it

is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.

13. **Assignment.** The Parties agree that the duties to be performed hereunder by Consultant are professional in nature and that this Agreement may not be assigned by Consultant, nor its duties delegated to others, without the advanced written consent of EVSC.
14. **Choice of Law and Venue.** Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Vanderburgh County, Indiana, or in the Federal District Court for the Southern District of Indiana, Evansville Division. The law of the State of Indiana shall govern any dispute.
15. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and there are no representations, warranties, covenants, or understandings other than those expressly set forth herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hand and seal the day and date hereinabove first written.

Evansville Vanderburgh School Corporation

Harmon Consulting Services, LLC

Darla K. Hoover, Superintendent

Dr. Brian L. Harmon, Owner