

## PERSONAL SERVICES AGREEMENT

This Personal Services Agreement (this "Agreement") is made this 30<sup>th</sup> day of January, 2009 between David P. Medford ("Client") and *JMCLAY AND ASSOCIATES*, a d/b/a/ filed in Harris County Texas held by Joyce Moss-Clay, hereinafter referred to as ("*JMC*").

### I. DURATION

This agreement will be effective for a period of 12 months commencing February 1, 2009 and terminating January 31, 2010

Either party may terminate this Agreement upon thirty (30) days written notice.

### II. PERSONAL SERVICES

In exchange for fees defined under Paragraph III, *JMC*, Principal, agrees to be available to consult with, and assist the Client as listed under the Project Scope, attached hereto, during the term of this agreement.

### III. COMPENSATION

Client will pay a monthly retainer fee of \$ 3,000 to *JMC* for services as described in Paragraph II. Said payments will be made payable to *JMCLAY AND ASSOCIATES* and addressed to 3618 Elmcrest Drive, Houston, Texas 77088-6944.

The Client shall pay the consultant on or before the 15<sup>th</sup> day following the month for which services were performed. *JMCLAY* will deliver an invoice on or about the last day of each month.

## PROJECT SCOPE – ATTACHMENT

CONSULTANT: JMClay and Associates

ADDRESS: 3618 Elmcrest Drive

Houston, Texas 77088

CONTACT/KEYPERSONNEL: Joyce Moss-Clay

### Introduction and discussion of scope of work

In keeping with Client's desire to maximize effects of community outreach and visibility in selected schools within a broad community, particularly within Harris County, the services of JMClay and Associates are retained to deliver a "Strategies for Success Model".

Such a model shall consist of coaching and mentoring toward a sustainable goal of school support initiatives that exponentially enhances Client's expressed interest in schools and the schools' product – students. The services will be provided in one-on-one settings by the Senior *JMClay* team and will extend to field activities which identify implementation opportunities for the Client.

Consultant agrees to:

- Assist in identification and delivery of community relations activities undertaken by the Client,
- Provide advice to the Client concerning present and potential school support activities ,
- Assist in developing strategies for exponential visibility within identified markets,
- Monitor the progress of marketing activities,
- Assist in resolution of issues and problems
- Other services as identified

**IV. Disability or Incapacity**

The services provided in this agreement by *JMC* are of a highly unique character, in that Joyce Moss-Clay is a nationally recognized expert in the field of business development and educational services. Therefore, it is expressly agreed and understood by Client that because of the unique quality of these services should Joyce Moss-Clay become disabled or incapacitated for any reason, to the extent that she is unable to perform the services contemplated by the parties, this Agreement will become null and void upon the date of said disability or incapacity. In the event that a dispute should arise between the parties as to whether a disability or incapacity has rendered *JMC* incapable of performing the services herein contemplated, it is agreed by both of the parties that a competent licensed physician, agreeable to both, will make that determination.

*JMCLAY AND ASSOCIATES*

*Joyce Moss-Clay*  
Joyce Moss-Clay, Principal

02/05/09  
Date

*David P. Medford*  
David P. Medford, CEO

2-12-09  
Date