

**AGREEMENT FOR
STUDENT PLACEMENT AVAILABILITY COMMITMENT
Between
Southside Special Services of Marion County
And
Franklin Community School Corporation
Effective Date: July 1, 2025**

This Agreement for Student Placement Availability Commitment (hereinafter known as the "Agreement") is entered into by and between Southside Special Services of Marion County, AKA Rise Learning Center (hereafter known as the "Provider") and Franklin Community School (hereafter known as "District").

RECITALS

WHEREAS, the District is in need of qualified services for its students with significant special education needs;

WHEREAS, the Provider employs qualified personnel and facilitates programming for these student services; and,

WHEREAS, the District desires to obtain these services from Provider, and Provider desires to provide the services to the District as agreed upon in this Agreement.

NOW THEREFORE, the Parties desire to enter into this Agreement to accomplish the goals and objectives set forth herein:

I. Provider Obligations

- a. The Provider will reserve a minimum of eight (8) and a maximum of fifteen (15) student seat opportunities, as requested by District, for District students at the Provider's placement, Rise Learning Center ("Rise"). The daily rate per student will be \$300 for the 2025-2026 school year. The rates are to be determined for the 2026-2027 school year.
- b. For the duration of this Agreement, the District will be billed an annual amount equivalent to fees for two (2) Rise student enrollments, in addition to the fees paid for the seat opportunities described in paragraph I.a. of this Agreement. The number of students, and seat charges, can fluctuate within the range established in paragraph I.a. for the length of this Agreement.
- c. If a student no longer attends Rise, the Provider will ensure that the additional seat charge is terminated at the time the student departs.
- d. The Provider will bill the District for the additional seat charges in equal installments over ten (10) months, beginning August each year.
- e. The seat opportunities provided under this agreement are for the Rise Behavior Education Program, except for one seat for a student in the Lifeskills program for the 2025-2026 school year. Students who were enrolled in other Rise programs in Spring 2023, and continue to require the services, can be counted under this Agreement and will be allowed to remain at Rise for the length of this Agreement or until the student no longer requires services.

II. District Obligations

- a. The District will request in writing the number of seat opportunities within the eight (8) to fifteen (15) range that it wishes to accept under this Agreement. Such request will be made no later than March for each school year.
- b. The District will pay for any portion of the seat fee not covered by an Indiana Department of Education Excess Cost Application for each student placed at Rise.
- c. For the duration of this Agreement, the District will pay an annual amount equivalent to fees for two (2) Rise student enrollments, in addition to the fees paid for the seat opportunities described in paragraph I.a. of this Agreement. As such, the District will be responsible for funding, at a minimum, ten (10) total seat charges for the period of this Agreement. It is understood that the number of students, and seat charges, can fluctuate within the range established in paragraph I.a., for the duration of this Agreement. The District will pay the invoices for these additional seat charges in equal installments over ten (10) months, beginning in August.

III. General Provisions

1. This Agreement will not automatically renew. The Agreement will be reviewed at the end of the three (3) year term and the Parties will determine whether to renew, terminate, or revise.
2. Both Parties shall comply with all state, federal, and municipal laws, regulations, and all standards of due care applicable to its activities under this Agreement. Both parties intend and in good faith believe that this Agreement complies with all applicable federal, state, and local laws, including any anti-kickback provisions.
3. Indemnity. Provider shall defend, indemnify and hold harmless Provider from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, gross negligence or willful misconduct of its personnel, employees, agents, or contractors in connection with or arising out of the performance by Provider of its obligations set forth herein. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursement to the Provider for all legal expense and costs incurred by it.
4. Indemnity. The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to attempt to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party ("Indemnatee") (together with Indemnatee's successors, assigns, directors, officers, employees, and any other person for whom Indemnatee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of

negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that each party's obligation to hold the other party harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of each party as an instrumentality of the State of Indiana and/or an Indiana public school corporation (e.g., actions and conditions as to which the party is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that each party's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by the party.

5. Any modifications to this Agreement shall be valid only if made in writing and signed by a duly authorized agent of both parties.
6. Neither party may assign or transfer this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other party.
7. This Agreement constitutes the Parties' entire Agreement with regard to providing mental health services as described herein and supersedes all previous agreements on that same subject, whether written or oral.
8. This Agreement shall be construed and governed by the laws of the State of Indiana.
9. Each signatory hereto, represents that such signatory has authority to execute this Agreement on behalf of the designated party and that such signature binds the designated party to the terms and conditions set forth herein.
10. Both Parties are performing as an independent entity under this agreement. No part of this agreement shall be construed to represent the creation of an employment, agency, partnership, affiliation, association, or joint venture agreement between the parties.

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Southside Special Services of Marion County


Signature

Nikki Cahill - Executive
Printed Name/Title Director

Date 7/31/25

Franklin Community School Corporation


Signature

Becky Nelson
Board of School Trustee, President
Printed Name/Title

Date 9/8/25