

## **SHARED SERVICES AGREEMENT**

This agreement ("Agreement") entered into on the 14th day of July, 2025, by and between Franklin Community School Corporation (hereinafter "FCSC") and Greenwood Community School Corporation (hereinafter "GCSC").

### **Recitals**

1. GCSC desires to obtain services from FCSC as described in the attached Statement of Work ("SOW"). In general, the services to be provided are certified and non-certified employees of FCSC to assist GCSC in providing special education and related services to GCSC's students.

2. GCSC will compensate FCSC for the services provided as set forth in the attached SOW.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS AND CONDITIONS AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Employees of FCSC, both certified and non-certified, will provide services to GCSC at locations determined by the Director of Student Services.

2. GCSC will compensate FCSC for the services provided as set forth in the SOW.

3. GCSC will provide, at its own expense, and at locations upon GCSC's campus, the necessary facilities, equipment and materials required by FCSC employees to provide the services set forth in the SOW except for the Preschool Assessment Team located at Custer Baker Intermediate School in Franklin, IN. Parents will provide transportation from GCSC's campus to Custer Baker Intermediate School and from Custer Baker Intermediate School to GCSC's campus."

4. No later than the fifteenth (15th) day of each month, prior to the month that services are to be provided, GCSC and FCSC will meet, discuss and agree upon the services to be provided the following month. The agreement shall be reduced to writing. FCSC will make a good faith effort to provide the services requested by GCSC; however, it is understood by the parties that FCSC's staffing needs shall take priority over GCSC's staffing needs and FCSC shall, in its sole discretion, determine whether the requested services can be provided.

5. The parties agree that FCSC's relationship and FCSC's employee's relationship to GCSC shall be that of an independent contractor and not as an agent, employee, partner or joint venture.

6. FCSC and GCSC, their employees, agents and all others providing or receiving services pursuant to this Agreement will adhere to HIPAA and FERPA Rules and all other federal, state, and local laws relating to personally identifiable information regarding any student

educational records deemed confidential pursuant to FERPA, together with all confidentiality requirements set forth in HIPAA.

7. FCSC will bill GCSC on the fifteenth (15th) day of each month following the month in which services are provided and shall, upon request, submit such additional verification to GCSC as may be reasonably requested by GCSC to confirm that services for which payment is requested have actually been performed. GCSC will also reimburse FCSC for FCSC's employees' travel expenses in an amount equal to the IRS approved rate and will also reimburse FCSC for any out-of-pocket expenses incurred by FCSC's employees in providing services pursuant to this Agreement.

8. 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 ("Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees, and any other person for whom Indemnitee 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 harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of the parties as instrumentalities of the State of Indiana and/or Indiana public school corporations (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 a 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.

9. All employees of FCSC providing services hereunder shall meet all professional licensing requirements and all employment and retention policies of FCSC, including, but not limited to, policies relating to criminal history and DCS checks as those policies apply to FCSC employees likely to have direct ongoing contact with GCSC's students within the course and during the scope of FCSC's employees employment. Employees of FCSC shall comply with all rules, policies and administrative guidelines of GCSC to the extent those rules, policies and guidelines are not in direct conflict with the rules, policies and guidelines of FCSC. In the event a rule, policy or guideline of GCSC is in direct conflict with a rule, policy or guideline of FCSC, the parties will meet and attempt to resolve the conflict. In the event the conflict cannot be resolved through negotiation between the parties, FCSC may decline to provide services.

10. Except for claims to which Paragraph 8 of this Agreement applies, neither party shall be liable to the other whatsoever for any special, consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data or lost opportunity, whether placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. The fees and billings due under this Agreement are not considered special damages or lost profits and shall not be limited by these

provisions.

11. GCSC will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by GCSC and suitable to the setting to which FCSC's employees have been assigned. GCSC shall ensure compliance with all applicable OSHA obligations to include general training on the reporting of workplace injuries, incidents and occupational exposure to blood-borne pestilence occurring at GCSC's facility. Records of such occurrences must be maintained by GCSC and accessible to FCSC within guidelines set forth by governing entities. In the event of workplace injury, incident or exposure, each affected FCSC employee will immediately contact GCSC, appointed supervisor, and report to the applicable treating department as per GCSC's protocol. FCSC shall also report workplace injury, incident, exposure, to FCSC concurrently with GCSC for the purpose of reporting such event to FCSC's worker's compensation carrier. If FCSC's employees are not eligible for treatment of workplace injury, incident or exposure by GCSC or if reporting requirements change during the term of this Agreement, GCSC is responsible for written notification of such information to FCSC.

12. The term of this Agreement shall be for one (1) year commencing at 12:01am on July 1, 2025, and ending at 12:00 midnight on June 30, 2026. This Agreement may be renewed for additional one (1) year terms by agreement of the parties, provided, however, that if this Agreement is not renewed by agreement of the parties at least sixty (60) days prior to the date of its expiration, unless the parties agree otherwise, this Agreement shall automatically terminate upon the current term's expiration date.

13. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice.

14. FCSC shall at all times provide, at FCSC's sole expense, comprehensive general liability insurance, worker's compensation insurance, professional liability insurance, and all other insurance provided by FCSC to its certified or non-certified employees who will be providing services to GCSC pursuant to the terms of this Agreement.

15. Nothing in this Agreement shall be construed to create or extend any rights to any third parties as third-party beneficiaries.

16. This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

Franklin

GCSC

Signature: Becky Nelson

Signature: \_\_\_\_\_

Printed: Becky Nelson

Printed: \_\_\_\_\_

Title: Board of School Trustee, President

Title: \_\_\_\_\_

Date: July 14, 2025

Date: \_\_\_\_\_