

## **CONSULTING AGREEMENT**

This AGREEMENT (“Agreement”) is between Ghera Consulting Services, LLC, an Indiana limited liability company (“GCS”) and Franklin Community Schools, Franklin, Indiana (“FCS”).

### **BACKGROUND**

1. FCS desires to develop a culture of individual student growth, community and systemic continuous improvement.
2. GCS has experience in Organizational and Operational Improvement, which includes leadership coaching, systems thinking and organizational change.
3. FCS desires to engage GCS to provide certain consulting services related to executive coaching for the school superintendent over a 12 month period from August 01, 2025 through July 31, 2026, and GCS desires to accept the engagement.

THEREFORE, the parties agree as follows:

### **Section 1 Definitions**

- 1.1 All capitalized words and phrases used herein have the meanings assigned to them in Exhibit A.

### **Section 2 Services and Deliverables**

- 2.1 GCS will perform the Services and furnish the Deliverables as specified in Exhibit B.
- 2.2 GCS will furnish all the materials, equipment, and work necessary to perform the Services and furnish the Deliverables except to the extent of any responsibilities assigned to FCS in Exhibit B.
- 2.3 GCS’s obligation to furnish the Services and Deliverables is subject to the condition that FCS satisfy any responsibilities assigned to it in Exhibit B

### **Section 3 Compensation**

- 3.1 As GCS’s entire recompense for complete performance of all its obligations under this Agreement, including the Services and Deliverables, FCS will pay GCS the Compensation in accordance with Exhibit C.

#### **Section 4 Ownership of Work Product and Deliverables**

- 4.1 GCS will retain the copyright to all Work Product and Deliverables.
- 4.2 GCS hereby assigns to FCS a perpetual, global, royalty-free, nonexclusive, non-assignable license to reproduce, to distribute, and to make derivative works of all Work Product and Deliverables for any purpose contemplated by Exhibit B or for any purpose related to a purpose contemplated by Exhibit B.
- 4.3 GCS warrants to FCS that the Deliverables, in their final form, will not infringe the copyright or any other proprietary or intellectual property right of any other Person.

#### **Section 5 Indemnification**

- 5.1 Subject to the limitations of liability set forth in Section 6, 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 Franklin Community School Corporation’s obligation to hold Ghera Consulting Services, LLC harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of Franklin Community School Corporation 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 Franklin Community School Corporation’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.

#### **Section 6 Limitations of Liability**

- 6.1 Except for the obligation to indemnify, neither party is required to pay the other party for any consequential, indirect, incidental, punitive, or special damages, including loss of revenues and lost profits, arising from or relating to any breach of any provision of this Agreement or any negligence in its performance under this Agreement.
- 6.2 Except for the obligation to indemnify, neither party is obligated to pay the other party for any Losses (regardless of the form of action) related to or arising from this Agreement to the extent that the aggregate of all such amounts exceed the estimated amount of total Compensation as described by Exhibit C or the actual amount of Compensation owed to GCS, whichever is higher.

## **Section 7 Integration and Amendments**

- 7.1 This Agreement constitutes the final, complete, and exclusive expression of the parties' agreement on the matters contained in this Agreement. In signing this Agreement, neither party relies on any statement, representation, warranty, or promise of the other party other than those expressly set forth in this Agreement.
- 7.2 No amendment to this Agreement will be binding on either party unless it is in writing and signed by each party or executed in another manner expressly provided by this Agreement. No amendment or termination of the Agreement requires the consent of any third party, even if the third party is beneficiary of this Agreement.

## **Section 8 Termination**

- 8.1 FCS may terminate this Agreement at any time and for any reason by giving GCS written notice.
- 8.2 In the event FCS materially breaches its obligations under this Agreement, GCS may terminate this Agreement by written notice to FCS no less than ten days prior to the date termination takes effect.

## **Section 9 No Waiver**

- 9.1 No provision of this Agreement may be waived except in writing signed by the party granting the waiver.
- 9.2 No delay in exercising any right, power or privilege under this Agreement will operate to waive completely or partially any present or future exercise of that right, power or privilege.

## **Section 10 Choice of Law**

- 10.1 The laws of Indiana (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

## **Section 11 Designation of Venue**

- 11.1 Any party bringing a legal action or proceeding against any other party arising out of or related to this Agreement shall bring the legal action or proceeding only in a state court of general jurisdiction sitting in Johnson County, Indiana. To the maximum extent permitted by law, each party hereby
- 11.1.1 consents to the jurisdiction of the courts named in this Section 11.1; and
- 11.1.2 waives any objection it may have, now or in the future, to the laying of venue of any legal action or proceeding against the other party arising out of or relating to

this Agreement in any of the courts named in this Section 11.1, including any objection based on inconvenient forum.

### **Section 12 Independent Contractor**

- 12.1 In performing its obligations under this Agreement, GCS acts solely as an independent contractor. This Agreement does not create a partnership, joint venture, or any similar relationship between FCS and GCS. Except to the extent expressly authorized by this Agreement, neither GCS nor Customer has any authority to bind, incur any liability on behalf of, or otherwise commit the other; or to act in any other manner as agent or representative of the other.
- 12.2 Neither GCS nor its members, managers, officers, employees, or subcontractors are employees of Customer for any purpose. Customer will not withhold any taxes, pay any Social Security or Medicare taxes, pay unemployment compensation, furnish worker's compensation insurance, or provide any employment benefits for GCS or its members, managers, officers, employees, or subcontractors.

### **Section 13 Notices**

- 13.1 No notice required or permitted by this Agreement to be given by one party to the other will be given effect unless it is in writing and deemed to have been delivered to the other party in accordance with this Section 13.2.
- 13.2 Notice is deemed to have been given to a party when notice has been delivered to a Person designated in Section 13.4 as having authority to accept notices on behalf of the receiving party (the "designated representative").
  - 13.2.1 The party seeking to effect delivery has been unable to deliver the notice to the designated representative despite diligent efforts, and the notice has been delivered to another representative of the other party with actual or apparent authority to accept notices on behalf of the receiving party.
  - 13.2.2 The party seeking to effect delivery has been unable to effect delivery under Section 13.2 or Section 13.2.1, and an authorized representative of that party has signed a written statement to that effect and describing the efforts made.
- 13.3 The party delivering notice to a representative of the other party has the burden to prove that delivery was affected.
- 13.4 The following representatives are hereby designated as authorized to accept delivery of notices on behalf of the respective party. In the event a party's designated representative is no longer authorized to accept delivery of notices, the party shall name another designated representative by providing notice of the change to the other party, and each party shall notify the other of any change in the address, email address, or fax number of its designated representative.

On behalf of GCS:		On behalf of FCS:	
Name:	Steven J. Ghera	Names:	David Clendening Natalie Campbell
Address:	13060 New Britton Drive Fishers, IN 46038	Address:	998 Grizzly Cub Drive Franklin, IN 46131
Email:	<a href="mailto:sghera@gheraconsulting.com">sghera@gheraconsulting.com</a>	Emails:	<a href="mailto:clendeningd@franklinschools.org">clendeningd@franklinschools.org</a> <a href="mailto:campbelln@franklinschools.org">campbelln@franklinschools.org</a>

## Section 14 Signatures and Counterparts

This Agreement is legally binding when each party has received from the other a counterpart of the Agreement signed by an authorized representative. The parties' representatives may sign separate, identical counterparts of this document; taken together, they constitute one agreement. Signatures may be either manual or electronic, and an electronic image or record of a signed counterpart is valid for all purposes for which an original counterpart with a manual signature is valid. A signed counterpart may be delivered by any reasonable means, including facsimile, email, or other electronic transmission.

### Ghera Consulting Services, LLC

By:

\_\_\_\_\_  
Steven J. Ghera  
President

Date:

28 August 2025

### Franklin Community Schools

By:

\_\_\_\_\_  
*becky nelson*

Printed  
Name:

Mrs. Becky Nelson

Title:

Board of School Trustees,  
President

Date:

\_\_\_\_\_  
*9/8/25*

## **Exhibit A Definitions**

**“Agreement”** has the meaning assigned on the first page of this document.

**“Claims”** means claims, demands, lawsuits, administrative proceedings, or similar actions.

**“Coaching Kata”** refers to a specific coaching pattern of practice.

**“Compensation”** means the amounts owed to GCS as consideration for the Services and Deliverables, specified in Exhibit C.

**“Deliverables”** means the items, reports, information, and the like that are identified as such in Exhibit B.

**“FCS”** has the meaning assigned on the first page of this document.

**“GCS”** has the meaning assigned on the first page of this document.

**“KPI”** is an acronym for Key Process Indicators used to gauge process performance.

**“Losses”** means includes losses, damages, costs, or expenses (including interest, penalties, reasonable attorney or accounting fees, and expert witness fees) recoverable at law or in equity, whether sounding in contract, tort, strict liability or other theory.

**“PDSA”** is an acronym for Plan-Do-Study-Adjust, which represent four processes for learning, solving problem and reaching goals.

**“Person”** includes any individual and any corporation, limited liability company, partnership, association, governmental body or agency, or other similar form of entity.

**“Services”** means the services that GCS is obligated by this Agreement to perform for FCS that are designated as such by Exhibit B.

**“STEM”** four distinct educational disciplines of science, technology, engineering and math.

**“Systems Thinking”** means a holistic approach to monitoring, analysis, and decision making that emphasizes the way a system’s constituent parts interrelate across time and space in order to optimize overall performance of the system as a whole.

**“Work Product”** means all reports, plans, information, works of authorship, artwork, drawings, text, specifications, and other documentation and materials created or developed by GCS (including all drafts and final versions) in the course of this Agreement.

## **Exhibit B Services and Deliverables**

### **B.1 Project Title**

Franklin Community Schools Superintendent Executive Coaching Engagement 2023-2024.

### **B.2 Executive Summary**

B.2.1 The FCS School Superintendent desires to strengthen the culture of individual student growth, community and systemic continuous improvement amongst his cabinet and principals. He seeks guidance and executive coaching to enhance his leadership skills deliver a strategic plan to the school board and to affect a sustainable culture shift through reflective analysis and coaching of his leadership team through the deployment of continuous improvement methods.

B.2.2 For a period of 12 months, commencing from the date this agreement is signed, GCS will advise, assist, and facilitate the FCS Superintendent in:

B.2.2.1 Reflective Analysis with focus on strategies and methods to influence the thinking patterns of principals and leaders through effective coaching and problem solving.

B.2.2.2 Coaching problem solvers through critical thinking problem solving methodologies such as DMAIC or Six Sigma as they work to improve operations and capabilities within FCS.

B.2.2.3 Strengthening decision-making processes and subsequent communication plans through data collection and analysis methods for matters important to FCS such as elements of the strategic plan (e.g. metrics dashboard design, finding efficiencies) and other challenges that may arise from time to time.

B.2.2.4 Developing a culture of Systems Thinking amongst leaders.

B.2.2.5 Working with leadership, such as the new CFO, in refining and developing meaningful metrics for the strategic plan and other aspects of FCS.

B.2.2.6 Translating PDSA into principal and leadership behaviors and into the classroom.

### **B.3 GCS's Services**

As more specifically specified in Section B.3 and Section B.4, GCS shall:

B.3.1 Provide, at a minimum, monthly one-to-one coaching and feedback to FCS School Superintendent for the benefit of developing leadership practices that improve organizational systems-thinking and continuous improvement.



- B.3.2 Provide coaching on problem solving to other FCS leaders, as directed by the FCS School Superintendent.
- B.3.3 Deliver instructional and tactical guidance to the FCS School Superintendent, his cabinet and, staff for the implementation or refinement of:
  - B.3.3.1 Operational Strategy
  - B.3.3.2 PDSA
  - B.3.3.3 Systems thinking

#### **B.4 Specific Services Within the Scope of the Engagement**

- B.4.1 Lead one-to-one reflection and planning cycles with the FCS School Superintendent.
- B.4.2 Facilitate the implementation of the methods cited in Section B.3.3.
- B.4.3 Model and demonstrate the critical thinking and systems-thinking leadership behaviors.
- B.4.4 Provide instruction, coaching and feedback on the techniques of:
  - B.4.4.1 Plan-Do-Study-Adjust methodology
  - B.4.4.2 Improvement and Coaching Kata methods
  - B.4.4.3 The Seven Essential Coaching Questions, and
  - B.4.4.4 Specific leadership skills related to Vision and Dialog

#### **B.5 Activities Outside the Scope of Services**

GCS has no obligation to:

- B.5.1 Coach administrators except as expressly set forth in Section B.3 or Section B.4.
- B.5.2 Provide critical or evaluative information to the FCS School Board regarding the performance of the FCS School Superintendent.
- B.5.3 Share with the FCS School Board the candid feedback collected on the leadership impact and effectiveness of the FCS School Superintendent.
- B.5.4 Improve, or guarantee the improvement of, any applicable Key Performance Indicators.
- B.5.5 Develop strategic or tactical plans beyond those set forth in Section B.3 or Section B.4.
- B.5.6 Develop the work-products from the application of the continuous improvement methods.

## **B.6 GCS's Deliverables**

B.6.1 The objectives of this engagement will be considered to have been met when the following Deliverables are completed and accepted by the FCS School Superintendent.

B.6.1.1 Twelve (12) months of periodic leadership coaching on the topics as described in Section B.3 and Section B.4.

B.6.1.2 Implementation of the first four (4) items in Section B.2.2.

## **B.7 FCS Responsibilities**

FCS is responsible for furnishing the following:

B.7.1 Access to the superintendent for the purpose of observing behavior, providing coaching and feedback.

B.7.2 Access to appropriate cabinet and staff members for the purpose of introducing and observing the practice of the new concepts listed in Section B.2.2.

B.7.3 Administrative assistance for scheduling and coordinating meetings.

## **Exhibit C Compensation**

### **C.1 Amount**

C.1.1 FCS shall pay GCS \$150.00 for each hour GCS personnel spend furnishing Services or creating Deliverables, not to exceed \$1200.00 per day, including time spent in preparation, facilitation, and follow-up of training sessions and leadership coaching sessions.

C.1.2 The following time investment amounts are furnished only as estimates not as fixed fees or guaranteed maximum amounts.

C.1.2.1 Months 1-4: 15 hours

C.1.2.2 Months 5-8: 15 hours

C.1.2.3 Months 9-12: 15 hours

C.1.3 The total time investment for this engagement shall not exceed 45 hours.

### **C.2 Payment terms**

C.2.1 GCS shall invoice FCS for payment of the Compensation and the end of each calendar quarter.

C.2.2 Payment is due within 30 days of FCS's receipt of GCS's invoice.