

**SERVICE AGREEMENT**  
**Between**  
**Franklin Community School Corporation**  
**And**  
**Franklin Applied Behavior Services, LLC**

This Service Agreement (Agreement) is made and entered into as of August 4<sup>th</sup>, 2025, by and between Franklin Community School Corporation (School Corporation), and Franklin Applied Behavior Services, LLC (Contractor), located at 189 Umbarger Way, Franklin, IN 46131.

**1. Purpose**

The purpose of this Agreement is to set forth the terms and conditions under which the Contractor will provide the services of a Board-Certified Behavior Analyst (BCBA) to support students and train staff within the School Corporation.

**2. Scope of Services**

**The Contractor agrees to provide the services of one (1) qualified BCBA to:**

- Provide direct and consultative behavioral support services to identified students;
- Conduct functional behavior assessments (FBAs) and develop behavior intervention plans (BIPs);
- Collaborate with teachers, staff, and families to implement behavior strategies;
- Provide professional development and on-site training to school staff on topics related to Applied Behavior Analysis (ABA) and behavior support;
- Attend IEP and student support meetings, as needed;
- Assist all Registered Behavior Technicians (RBTs) employed by the School Corporation with maintaining their certification, including the provision of required supervision, documentation, and continuing education hours as defined by the Behavior Analyst Certification Board (BACB).

**3. Term and Schedule**

This Agreement shall commence on August 4, 2025, and shall continue through May 29, 2026, unless otherwise terminated in accordance with Section 8 of this Agreement.

- The BCBA will be available for up to one hundred thirty (184) school days during the term of this Agreement.
- Specific scheduling will be coordinated between the School Corporation and the Contractor.

**4. Compensation**

- The School Corporation agrees to pay the Contractor a total of **Seventy-five Thousand Dollars (\$75,000.00)** for BCBA services provided over the 184 school days outlined in this Agreement.
- Contractor will submit invoices monthly, and the School Corporation will remit payment within thirty (30) days of receipt of each invoice.

**5. Qualifications**

- The BCBA provided must be certified by the Behavior Analyst Certification Board (BACB) and maintain their certification throughout the entirety of the contracted dates.
- All individuals providing services to FCSC pursuant to this agreement who will have direct ongoing contact with students shall obtain and provide to FCSC all background checks required by Federal or State law or FCSC's policies. These checks include, but are not necessarily limited to, criminal history record checks and DCS checks. The background checks will be provided on an annual basis or if requested by FCSC, more frequently.

## **6. Confidentiality**

The Contractor shall maintain confidentiality of all student records and comply with all federal and state laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

**Indemnification:** 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 Franklin Applied Behavior Services 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.

## **7. Independent Contractor**

The Contractor is an independent Contractor and not an employee of the School Corporation. Nothing in this Agreement shall be interpreted to establish an employment relationship between the School Corporation and the Contractor or its staff.

## **8. Termination**

Either party may terminate this Agreement with thirty (30) days written notice. In the event of termination, the School Corporation shall pay the Contractor for all services rendered up to the termination.

## **9. Insurance and Liability**

The Contractor shall maintain general liability and professional liability insurance and shall provide proof of such insurance upon request.

#### **10. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations or Agreements.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**Franklin Community School Corporation**

By: Debbie Gill

Name: Debbie Gill

Title: Board of School Trustee, President

Date: 2-9-26

**Franklin Applied Behavior Services, LLC**

By: \_\_\_\_\_

Name:

Title:

Date: