

SHARED SERVICES AGREEMENT

This agreement ("Agreement") entered into on the 17th day of June, 2025, by and between Franklin Community School Corporation (hereinafter "FCSC") and Nineveh-Hensley-Jackson United School Corporation (hereinafter "NHJ").

Recitals

1. NHJ 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 NHJ in providing special education and related services to NHJ's students.

2. NHJ 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 NHJ at locations determined by the Superintendent, Assistant Superintendent, or Director of Special Education.

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

3. NHJ will provide, at its own expense, and at locations upon NHJ'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 NHJ's campus to Custer Baker Intermediate School and from Custer Baker Intermediate School to NHJ's campus."

4. No later than the fifteenth (15th) day of each month, prior to the month that services are to be provided, NHJ 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 NHJ; however, it is understood by the parties that FCSC's staffing needs shall take priority over NHJ'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 NHJ shall be that of an independent contractor and not as an agent, employee, partner or joint venture.

6. FCSC and NHJ, 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 NHJ 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 NHJ as may be reasonably requested by NHJ to confirm that services for which payment is requested have actually been performed. NHJ will also reimburse FCSC for FCSC's employees' travel expense 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 NHJ'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 NHJ 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 NHJ 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. NHJ will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by NHJ and suitable to the setting to which FCSC's employees have been assigned. NHJ 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 NHJ's facility. Records of such occurrences must be maintained by NHJ 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 NHJ, appointed supervisor, and report to the applicable treating department as per NHJ's protocol. FCSC shall also report workplace injury, incident, exposure, to FCSC concurrently with NHJ 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 NHJ or if reporting requirements change during the term of this Agreement, NHJ 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 NHJ 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

NHJ

Signature: Becky Nelson

Signature: _____

Printed: Becky Nelson

Printed: _____

Title: Board of School Trustee, President

Title: _____

Date: July 14, 2025

Date: _____