

This master service agreement (MSA) is made on June 12, 2025 by and between Franklin Community School Corporation (Client, or Franklin School Corporation) and Chelsea Bernett (Contractor). This is for the 2025 to 2026 academic school year.

Contractor agrees to provide the client with licensed and insured speech-language pathologists (SLPs) (who are independent subcontractors of contractor) to be available to perform in person, speech-language pathology services for client.

Contractor shall be compensated at a rate of \$100 per hour for each hour and SLP is available to perform speech language pathology services (both direct and indirect) for client.

Neither contractor nor SLP's are responsible for satisfying any client obligations to provide services to students or for client third-party billing or reimbursements.

SLP is made available by contractor will be governed by a separate statement of work (SOW) that prescribes their availability.

Client is responsible to make students available to the SLP's to receive in person speech-language pathology services.

No later than the fifth (5th) day of each calendar month, the contractor shall prepare an invoice reflecting the available SOP hours in total gross value of SLP availability during the proceeding month and email the invoice to scottj@franklinschools.org.

Client will pay contractor within 30 days of receiving contractors invoice. If contractor is not receive full payment within 30 days of invoice date, there will be a \$50 per day late fee. If client does not pay within 40 days of invoice date, the contractor will place all SLP availability on hold until the invoice plus any late fees is paid in full. Contractor will pay for the SLP's availability day during the time. The assigned SLP's availability is on hold. Contractor shall bear all collection costs, including reasonable attorney fees.

The term of this agreement is for the 2025 to 2026 academic year as indicated by the clients academic schedule.

Client and contractor agreed that the contractor will provide SLP's that utilize their independent expertise training, experience and judgment in providing speech- language pathology services to client. Client shall determine the students to be serviced by SLP's.

Client and contractor agreed that the contractor and the SLP's are both independent contractors, the contractor, and SLP's, and any of their agents or subcontractors, shall not, as a result of this agreement, be considered employees of client for any purpose.

Client will issue the contractor a form 1099. Client shall either pay nor withhold federal, state, or local income tax, or payroll tax of any kind on behalf of the contractor.

Contractor agrees to be responsible for all such taxes. The contractor agrees that this is not entitled to any employee benefits, including professional development, reimbursement, unemployment, compensation, life/health insurance, vacation/holiday/sick pay, or pinch and contribution. The contractor will provide a completed form W9 to the client.

Client agrees not to, directly or indirectly, solicit, induce, higher, or attempt to induce or hire any SLP.

During the term of this agreement and for a period of 24 months thereafter, a client shall notify contractor of its intent to offer employment to any SLP not less than ten (10) calendar days prior to offering such employment (any clinician that accept such offer of employment, a "Converted Clinician"). Upon the date of converted clinician commence as employment with client (the "Conversion Effective Date") client shall pay contractor a fee of \$20,000.

Client is not responsible for Internet reimbursement. Our services will be completed in person.

If client cancels a scheduled day with less than 24 hours notice for any reason, the client agrees to pay for 100% of the scheduled workday, not to exceed seven hours per day. This includes cancellations because of events, such as weather absence due to a snow day, field trip, school event, disaster, or other unforeseen circumstance. Indirect services will be provided during this time; which includes but not limited to writing independent evaluation plan and evaluation team report documentation.

The speech-language pathology services contemplated by this agreement include direct therapy services (including direct therapy, assessments, report, writing, annual IEP documentation, annual conferences, and progress report writing) and indirect therapy services (including scheduling, therapy preparation time, therapy, documentation time, billing, assessment and progress report writing, teacher, consultation, and caregiver communication).

Contractor and all individuals providing services to FCSC pursuant to this agreement shall at all times comply with all Federal, State and FCSC policies relating to confidential information, including, but not limited to, the requirements of FERPA and HIPAA.

Contractor and all individuals providing services to FCSC pursuant to this agreement who will have direct ongoing contact with students shall provide FCSC with acceptable criminal background checks and DCS checks prior to providing services. The background checks required pursuant to this paragraph shall be provided at least annually and more frequently if requested by FCSC. Contractor and all individuals providing services to FCSC pursuant to this agreement shall at all times comply with all FCSC policies relating to employment and retention of FCSC employees who will have direct ongoing contact with students.

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 Chelsea Bennett 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.

DAMAGE DISCLAIMER AND DAMAGE CAP. EXCEPT AS PROVIDED BELOW IN THIS PARAGRAPH, AND EXCEPT AS PROVIDED IN THE PARTIES AGREEMENT TO INDEMNIFY EACH AS SET FORTH IN THIS AGREEMENT, AND NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIGHT, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED ELSEWHERE IN THE AGREEMENT, AND NO EVENT SHALL CONTRACTOR OR SLP'S BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT, CLIENT PAID FOR SERVICES DURING A THREE MONTH PERIOD PROCEEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CLIENT FOR ANY LOSSES OR (B) CONTRACTOR OR SLP NEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

Except as otherwise set for herein, the SLP's in any services they perform are provided "as is" without any #Warranty and, except as provided herein, contractor, expressly, disclaims, any in all warranties, expressed, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, contractor disclaimed any warranty that the SLP's will meet the clients requirements or will be constantly available, and uninterrupted, timely, secure, or air free. In addition, contractor just claims all liability for any actions resulting from clients use of the SLP's. Client understands that clients use and access to SLP's is at client's own discretion and risk, and client is solely responsible for any damages that result from such use.

If this contract is canceled prior to October 1, 2025, by client, then client shall pay contractor liquidation damages of \$10,000. After October 1, 2025 this contract may be canceled during its term with a 30 day written notice by either client or contractor.

CONTRACTOR: Chelsea Bernett, M. S., CCC-SLP

SIGNATURE: _____ DATE: _____

CLIENT: Franklin Community Schools, School Board President

SIGNATURE: _____ DATE: _____

