Regular Meeting & Work Session - Franklin Cub Academy Quarterly Board Visit

Friday, September 25, 2026 7:00 AM
Franklin Cub Academy, 1049 Sloan Drive, Franklin, IN 46131

1.	**WATCH MEETING LIVE**	
2.	**CALL THE MEETING TO ORDER**	
3.	**REGULAR MEETING**	
4.	**ACTION ITEMS**	
4.A.	Public Comments on any Action Item	
4.B.	Resolution for Additional Appropriations of Rainy Day Fund	**Presenter:** Steve Ahaus
4.C.	CrossRoad Engineers, PC Professional Services Agreement	**Presenter:** Benji Betts
5.	**WORK SESSION - Franklin Cub Academy Presentation**	**Presenter:** Katie Smith
6.	**11. I.C. 5-14-9-1** **David Yount is an appointed member of the Franklin Community School Corporation Board of School Trustees representing Needham Township appointed by Franklin Community School Board. The date of appointment was January 30, 2025, and the term expires December 31, 2026.**	

RESOLUTION FOR ADDITIONAL APPROPRIATIONS OF RAINY DAY FUND

WHEREAS, the Board of School Trustees of the Franklin Community School Corporation, acting within the authority established by the laws of the State of Indiana, has determined that it is now necessary to appropriate more money for calendar year 2026 than the amount that was fixed by Franklin Community School Corporation and finally determined in the annual budget under Indiana Code 6-1.1; and

WHEREAS, notice was duly given to the public in accordance with IC 6-1.1-18-5(a) and IC 5-3-1-2(b) for a public hearing on a proposed additional appropriation, and a public hearing was held on September 25, 2026, by the Board of School Trustees of the Franklin Community School Corporation regarding the same; and

THEN BE IT HEREBY RESOLVED, that the Board of School Trustees of the Franklin Community School Corporation finds that a need now exists for an additional appropriation out of the following fund or funds named, and for the purposes specified, subject to laws governing the same:

Fund Name: Rainy Day

Budget Classification	Account Name	Account Number	Additional Amount Requested	Additional Amount Adopted
Capital Outlays	Building Acquisition	4510000	$1,310,572.65	$1,310,572.65

Passed and adopted by the Board of School Trustees of the Franklin Community School Corporation this 25th day of September, 2026.

AYE

NAY

(Secretary, Board of School Trustees)
Franklin Community School Corporation

EXHIBIT A

DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, Franklin Community School Corporation (the "School Corporation") intends to finance the construction, renovation and improvements to school facilities owned and operated by the School Corporation, including acquisition of real estate for major renovation or construction of a new elementary school, construction of a police station/central office building, classroom renovations, HVAC and other deferred maintenance improvements, site improvements, and the purchase of buses, technology, and equipment (the "Project"); and

WHEREAS, the School Corporation reasonably expects to reimburse certain costs of the Project with proceeds of obligations to be incurred on behalf of the School Corporation in an amount not to exceed $ 1,400,000; and

WHEREAS, the School Corporation, acting through a leasing entity, expects to have obligations issued on its behalf for the Project and to use the proceeds hereof to reimburse or pay costs of the Project;

NOW, THEREFORE, BE IT RESOLVED that the School Corporation declares its official intent to acquire, construct or rehabilitate the Project with proceeds of obligations incurred on behalf of the School Corporation in an amount not to exceed $1,400,000 for the purpose of paying or reimbursing costs of the Project; and to approve obligations issued by a leasing entity that will lease the Project to the School Corporation.

BE IT FURTHER RESOLVED, that the School Corporation reasonably expects to reimburse itself from proceeds of obligations issued on behalf of the School Corporation for costs of the Project paid prior to the issuance of the obligations.

Passed and Adopted this 25th day of September, 2026.

President, Board of School Trustees

Secretary, Board of School Trustees

SWDocID 4886-9532-0011.1

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated this ____ day of _____, 2026, is made by and between the **Franklin Community School Corporation** ("OWNER") and **CrossRoad Engineers, PC**, ("CONSULTANT") an Indiana corporation organized under the laws of the State of Indiana.

RECITALS

WHEREAS, OWNER wishes to hire CONSULTANT to provide certain professional services with respect to **on-call, as directed, engineering, plan review, surveying, inspection, and general consulting services.** ("Project"); and

WHEREAS, CONSULTANT has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section I – Services by CONSULTANT

The engineering services to be performed by CONSULTANT are described in *EXHIBIT 1*, which is attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by OWNER

The information and services to be furnished by OWNER are as set out in *EXHIBIT 2*, which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

CONSULTANT shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in *EXHIBIT 3*, which is attached to this Agreement, and incorporated herein by reference.

Section IV – Compensation

For all Services rendered by CONSULTANT under this Agreement, in accordance with the terms of this Agreement, OWNER shall pay the CONSULTANT in accordance with the fees and charges established in *EXHIBIT 4*, which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

   This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in *EXHIBIT 1* or unless terminated as set forth below.

2. Termination

   OWNER reserves the right to terminate or suspend this Agreement upon five days advance written notice to CONSULTANT. Upon termination of this Agreement, CONSULTANT shall deliver all Work Product (as defined herein) to OWNER. The dollar amount for any earned but unpaid Services performed by CONSULTANT shall be based upon an estimate of the portions of the total Services completed by CONSULTANT through the effective date of termination, which estimated shall be as made by OWNER in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by OWNER of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI – General Provisions

1. Subcontracting

   It is recognized that CONSULTANT may engage subconsultants to perform a portion of the work under this Agreement. The engagement of subconsultants by CONSULTANT shall not relieve CONSULTANT of any responsibility for the fulfillment of this Agreement. No subconsultant shall subcontract any portion of its work under this Agreement.

2. Ownership of Documents

   All reproducible materials prepared by CONSULTANT or its subconsultants in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the "Work Product") will be the property of the OWNER.

   CONSULTANT shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

   CONSULTANT agrees that written agreements with any and all subconsultants used by CONSULTANT to fulfill CONSULTANT's obligations hereunder shall contain language substantially similar to that of this Subsection to assign OWNER all Work Product by such subconsultants, and to require cooperation with CONSULTANT on the same terms and conditions as set forth herein.

   The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the OWNER. CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by OWNER to CONSULTANT.

4. Liability for Damages

CONSULTANT assumes all risk of loss, damage or destruction to the Work Product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the OWNER.

5. General Liability Insurance

a. Amounts of Coverage. CONSULTANT shall procure and maintain at its expense insurance of the kind and in the amounts set forth by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by CONSULTANT.

b. Evidence of Insurance. If requested by OWNER, CONSULTANT shall furnish to OWNER a certificate, or certificates, showing that it has complied with this section, which certificate, or certificates, shall also designate OWNER as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to OWNER.

6. Worker's Compensation

CONSULTANT shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. CONSULTANT shall provide the OWNER with a certificate of insurance indicating that it has complied with this requirement.

7. Changes in Work

a. Prior Approval. CONSULTANT shall not commence any additional services or change of scope until authorized by OWNER.

b. Additional Services. Additional services may include, but not be limited to:

i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond CONSULTANT's control.

ii. Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other dispute resolution process related to the Project that does not involve a claim against CONSULTANT or a claim that is based on an alleged act of negligence or breach of contract by CONSULTANT.

iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to OWNER's facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages and (6) default or failure to perform by other consultants.

8. Non-Discrimination

CONSULTANT and its subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement. For all federal aid projects, where applicable, the consultant shall comply with the provisions relative to non-discrimination in federally assisted programs.

9. Safety

a. Responsibility. CONSULTANT shall be directly responsible for the safety requirements and programs applicable to its own employees, its subconsultants and other parties with whom it has contracted to perform Services with respect to the Project.

b. Compliance. CONSULTANT's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. CONSULTANT shall report to OWNER, in writing, any injury or accident at the Project site involving its employees, its subconsultants or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.

c. Notification. CONSULTANT shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than CONSULTANT and its subconsultants.

10. Independent Contractor

OWNER and CONSULTANT are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates

of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subconsultants of the other party. CONSULTANT shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

11. Indemnification

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the Franklin Community School Corporation and its employees, officers and officials ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damages to property, demands, damages, action, cause of action, suits, losses, judgments, obligations and any liabilities, costs and expenses, including but not limited to investigative and repair costs, reasonable attorneys' fees and costs ("claims") to the extent caused by negligent performance of services provided under this Agreement by CONSULTANT or its agents. These indemnity obligations shall apply to any negligent acts or omissions, or willful misconduct of the CONSULTANT, its employees or agents, whether active or passive. The CONSULTANT'S indemnification obligations hereunder shall extend to claims occurring after this Agreement is concluded or terminated as well as while it is in force. OWNER shall not provide such indemnification to the CONSULTANT.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt:

To OWNER; **Benji Betts**
998 Grizzly Cub Drive,
Franklin, IN 46131

To CONSULTANT: **CrossRoad Engineers, PC**
115 N. 17th Avenue,
Beech Grove, IN 46107

13. Authority to Bind Consultant

CONSULTANT warrants that it has the necessary authority to enter into this Agreement. The signatory for CONSULTANT represents that he/she has been duly authorized to execute this Agreement on behalf of CONSULTANT and has obtained all necessary or applicable approval to make this Agreement fully binding upon CONSULTANT when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of OWNER and CONSULTANT and their respective successors and permitted assigns. CONSULTANT shall not assign this Agreement without the written consent of OWNER.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by OWNER or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by, or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.

20. Employment Eligibility Verification
CONSULTANT affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, CONSULTANT is not required to participate if CONSULTANT is self-employed and does not employ any employees.

CONSULTANT shall not knowingly employ or contract with an unauthorized alien. CONSULTANT shall not retain an employee or contract with a person that CONSULTANT subsequently learns is an unauthorized alien.

CONSULTANT shall require its subconsultants, who perform work under this Agreement, to certify to CONSULTANT that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. CONSULTANT agrees to maintain this certification throughout the duration of the term of an agreement with a subconsultant.

OWNER may terminate for default if CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by OWNER.

21. No Investment in Iran
As required by IC 5-22-16.5, CONSULTANT certifies that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Agreement and denial of future agreements, as well as an imposition of a civil penalty.

22. Certification of Compliance with Applicable Law
In consideration of entering into this agreement, CONSULTANT agrees to the terms and conditions of the Certificate of Compliance with Applicable Law as set forth on ***EXHIBIT 6*** and all attachments thereto and said terms and conditions are specifically incorporated herein.

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears within this Agreement.

In Witness Whereof, the CONSULTANT and the OWNER have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

(CONSULTANT)

Trent E. Newport, President

(OWNER)

Debbie Gill, Board of School Trustee, President

Attest:

William Hall II, Vice President

Attest:

Jennifer Mann, Board of School Trustee, Secretary

EXHIBIT 1

SERVICES

CONSULTANT will provide on-call consulting services to assist Franklin Schools staff with technical matters due to time and personnel constraints, and / or special technical knowledge and expertise. These services may generally include, but not be limited to, the following:

1. Engineering Services
2. Plan Review Services
3. Surveying Services
4. Project Management and Inspection Services
5. General Consulting Services

EXHIBIT 2

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

OWNER shall furnish CONSULTANT with the following:

1. OWNER shall furnish CONSULTANT with written authorization of the work and scope for each requested task item.

2. OWNER shall supply CONSULTANT with all necessary documents and background information for each requested task item.

EXHIBIT 3

SCHEDULE

No work under this Agreement shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the OWNER.

All work by the CONSULTANT under this Agreement shall be completed and delivered to the OWNER for review and approval on a mutually agreed to schedule.

EXHIBIT 4

COMPENSATION

It is anticipated that all on-call consulting services will be provided at the request of the OWNER on an hourly basis, as such, attached are our 2026 Hourly Billing Rates which CONSULTANT will be using for the remainder of this year for this work. Reimbursable mileage and other direct costs will also be invoiced at the rates on the attached 2026 Hourly Billing Rates.

HOURLY BILLING RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
DESIGN	
Director	$ 206.00
Senior Project Manager	181.00
Project Manager	162.00
Senior Project Engineer	153.00
Project Engineer	144.00
Assistant Project Engineer	125.00
CADD Manager	144.00
Senior CADD Technician/Assistant CADD Manager	134.00
CADD Technician	125.00
Assistant CADD Technician	106.00
Senior Plan Reviewer	144.00
Plan Reviewer	125.00
R/W Manager	180.00
R/W Buyer	180.00
INSPECTION	
Director	$ 206.00
Senior Project Manager	181.00
Senior Resident Project Representative	172.00
Resident Project Representative	162.00
Asst Resident Project Representative	152.00
Project Inspector	144.00
Assistant Project Inspector	102.00
SURVEY	
Survey Manager	$ 181.00
Assistant Survey Manager	153.00
Project Surveyor	139.00
Survey Crew – 1 Person	145.00
Crew Chief	125.00
Survey Crew Member	100.00
Researcher	112.00
Survey Technician	125.00
MISCELLANEOUS	
Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2026

CROSSROAD ENGINEERS, PC

115 N. 17th AVE, BEECH GROVE, IN 46107 // 317.780.1555 // CROSSROADENGINEERS.COM