

## **Master Service Agreement**

This Master Service Agreement (MSA) is made on May 29, 2026, by and between Franklin Community School Corporation (Client, or Franklin School Corporation) and Cincy Speech and Language Services, LLC located at 324 Mitchell Avenue, Batesville, IN 47006 (Contractor). This is for the 2026-2027 academic school year.

Contractor agrees to provide the Client with licensed and insured Speech-Language Pathologists (SLPs) (who are independent sub-contractors of Contractor) to be available to perform virtual speech-language pathology services for Client.

Contractor shall be compensated at a rate of \$102.00 per hour for each hour an SLP is available to perform speech-language pathology services (both direct and indirect) for Client.

Neither Contractor nor SLPs are responsible for satisfying any Client obligations to provide services to students or for Client third-party billing or reimbursements.

SLPs 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 SLPs to receive virtual speech-language pathology services.

No later than the fifth (5th) day of each calendar month, the Contractor shall prepare an invoice reflecting the available SLP hours and total gross value of SLP availability during the preceding month and email the invoice to [scottj@franklinschools.org](mailto:scottj@franklinschools.org).

Client will pay Contractor within 30 days of receiving Contractor's invoice. If Contractor does 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 SLPs availability during the time period 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 2026-2027 academic year as indicated by the Client's academic schedule.

Client and Contractor agree that the Contractor will provide SLPs 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 the SLPs.

Client and Contractor agree that the Contractor and the SLPs are both independent contractors. The Contractor and SLPs, 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 neither 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 it is not entitled to any employee benefits, including professional development reimbursement, unemployment compensation, life/health insurance, vacation/holiday/sick pay, or pension contribution. The Contractor will provide a completed form W-9 to the Client.

Client agrees not to, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any SLP. During the term of this agreement, and for a period of twenty four months thereafter, 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 accepts such offer of employment, a "Converted Clinician"). Upon the date a Converted Clinician commences employment with Client (the "Conversion Effective Date") Client shall pay Contractor a fee of \$20,000.

Client is not responsible for internet reimbursement as services will be completed virtually.

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 7 hours per day. This includes cancellations because of events such as a 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 includes 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 shall defend, indemnify and hold harmless Franklin Community School Corporation from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, gross negligence or willful misconduct of Contractor, its personnel, employees, agents, or contractors in connection with or arising out of the performance by Contractor of its obligations set forth herein. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any

reimbursement to the Franklin Community School Corporation for all legal expenses and costs incurred by it.

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, IN 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 LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL CONTRACTOR OR SLPs 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 PRECEDING 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 KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

Except as otherwise set forth herein, the SLPs and any services they perform are provided "as is" without any warranty and, except as provided herein, Contractor expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Contractor disclaims any warranty that the SLPs will meet Client's requirements or will be constantly available, uninterrupted, timely, secure, or error free. In addition, Contractor disclaims all liability for any actions resulting from Client's use of the SLPs. Client understands that Client's use and access to the SLPs is at Client's own discretion and risk, and Client is solely responsible for any damages that results from such use.

If this contract is canceled prior to October 1, 2026, by Client, then Client shall pay Contractor liquidated damages of \$10,000. After October 1, 2026, this contract may be canceled during its term with a 30-day written notice by either Client or Contractor.

**CONTRACTOR**

SIGNATURE: \_\_\_\_\_

Theresa Schmelzer, MA, CCC/SLP  
Member, Cincy Speech and Language Services, LLC

**CLIENT**

SIGNATURE:  \_\_\_\_\_

Debbie Gill  
**Board of School Trustee President**

**STATEMENT OF WORK**

This Statement of Work (SOW) is made pursuant to, and is subject to, the Master Service Agreement (MSA) entered on May 29, 2026, by and between Franklin Community School Corporation (Client) and Cincy Speech and Language Services, LLC (Contractor) located at 324 Mitchell Avenue, Batesville, IN 47006

In exchange for providing licensed and insured Speech-Language Pathologists (SLPs) to Client, Client and Contractor agree that:

Contractor will provide the equivalent of:

- 1 part-time virtual SLP to perform the speech and language services as requested by Client and as outlined in this SOW and the MSA. This virtual SLP will be available 20 hours per week during the 2026-2027 academic year.
- 1 part time in-person and virtual SLP to perform the speech and language services as requested by Client and as outlined in this SOW and the MSA. This SLP will be available 3 days in person for 22.5 hours per week and 1 day virtual for 7.5 hours per week during the 2026-2027 academic year.

The SLPs will be available during regular school hours, Monday-Friday, for the 2026-2027 school year. Client will pay Contractor \$102.00/hr for all services.

Agreed on May 29, 2026.

**CONTRACTOR**

SIGNATURE: \_\_\_\_\_

Theresa Schmelzer, MA, CCC/SLP  
Member, Cincy Speech and Language Services, LLC

**CLIENT**

SIGNATURE:  \_\_\_\_\_

Debbie Gill,  
Board of School Trustee President