SERVICES AGREEMENT

This Services Agreement is made on the date signed by superintendent of schools or his/her designee (the "Effective Date") between **Northeast Dubois County School Corporation** ("Customer"), with offices located at **5379 East Main Street, Dubois, IN 47527** and Harmon Consulting Service, LLC ("Service Provider") with offices located at 11804 Hopkins Lane, Loogootee, IN 47553. The Customer and Service Provider are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

Customer wishes to retain the services of the Service Provider, and the Service Provider agrees to provide Customer the services, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE I. SERVICES.

1.1. Services. The Customer hereby retains the Service Provider to perform the following Services on behalf of the Customer:

(a) Assistance and consultation in preparation of official school corporation budget of the major budgeted funds.

(1) The services include submission into the Indiana Gateway system;

(2) Review of the final Department of Local Government Finance Form 1782;

(3) Review and consultation of monthly fund, revenue, and appropriation reports throughout the calendar year; and

(4) Budget related phone calls and questions throughout the calendar year.

(5) Develop and/or review Bus Replacement and Capital Projects plan(s).

Service Provider will determine the method, details, and means of performing the Services.

1.2. Modification of Services; Change Orders. The Parties acknowledge and agree that during the term of the Agreement the Services may be modified and/or expanded from time to time by the Parties. No changes to the Services will be authorized by Service Provider, and Service Provider shall have no obligation to perform any additional or modified Services, until a Change Order or amendment to this Agreement has been agreed upon and signed by an authorized representative of Service Provider.

(a) Available add on services include:

(1) Assistance and consultation in preparation for bargaining with the teachers' exclusive representative; and

(2) Strategic financial planning to develop an action plan to trim corporation expenditures with existing available revenue within each of the major budgeted funds.

1.3. **Subcontractors.** Customer acknowledges and agrees that Service Provider may, at its sole discretion, use subcontractors and consultants to perform some of the Services to be provided under this Agreement. In the event Service Provider utilizes subcontractors or consultants to perform any of the Services, Service Provider shall remain responsible to Customer for performance under this Agreement.

1.4. **No Exclusivity.** Service Provider may represent, perform services for, and contract with other additional clients, persons, or companies as Service Provider, in its sole discretion, sees fit, provided those services do not pose a direct conflict of interest with the services performed for the Customer.

1.5. **Compliance with Laws; Permits and Licenses.** Customer agrees, at its own expense, to operate in full compliance with all governmental laws, regulations and requirements applicable to the duties conducted hereunder. It shall be the responsibility of the Customer to pay for any necessary licenses, permits, insurance and approvals as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in writing and agreed to by the Service Provider.

ARTICLE II. FEES AND EXPENSES.

2.1. **Fees.** As full consideration for the provision of the Services, Customer shall pay Service Provider fees in the annual amount of **$7,000** (the "Fees"), which includes the amount of **$0** for the extra service of ____N/A_____.

2.2. **Expenses.** As full consideration for the provision of the Services, Customer shall pay Service Provider expenses in the amount of **$0** (the "Expenses").

2.3. **Billing and Payment.** Service Provider shall prepare and submit an invoice to the Customer via email covering the total amount owed for Fees and Expenses for the Services as agreed upon in this Agreement.

ARTICLE III. WARRANTY.

The Services to be performed hereunder are professional services and advice. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that the Services will be performed by qualified personnel in a professional and skillful manner in accordance with the generally accepted industry standards and practices. Service Provider shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS ARTICLE Article III IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR AGAINST INFRINGEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS

IDENTIFIED OR REFERRED TO THE CUSTOMER BY THE SERVICE PROVIDER DURING THE TERM OF THIS AGREEMENT, CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

ARTICLE IV. OWNERSHIP OF WORK PRODUCT.

This is not a work-for-hire agreement. The copyright in all deliverables created hereunder for Customer shall belong to the Service Provider. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of Service Provider, subject to a worldwide, non-exclusive license to Customer for its internal use as intended under this Agreement, and the Service Provider retains all moral rights therein. This Agreement does not grant Customer any license to any of the Service Provider's products, which products must be separately licensed.

ARTICLE V. CONFIDENTIAL INFORMATION.

5.1. Confidential Information. The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "Disclosing Party") to the other Party (the "Receiving Party") certain Confidential Information. "Confidential Information" shall mean (a) information concerning the Parties' products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, trade secrets, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, procedures, distribution methods, inventories, marketing strategies and interests, data, designs, drawings, work sheets, computer programs and systems and know-how or other intellectual property, of a Party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (c) information acquired during any tours of or while present at a Party's facilities; and (d) all other non-public information provided by the Disclosing Party hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

5.2. Use of Confidential Information; Standard of Care. The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants, and representatives who have a need to know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement. The Receiving Party shall always remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants, and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less

than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

5.3. **Exceptions.** Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.

5.4. **Required Disclosures.** If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

5.5. **Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.** In the event the Receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

5.6. **Return of Confidential Information; Survival.** Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within fifteen (15) days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for two (2) years after the expiration or earlier termination of this Agreement.

ARTICLE VI. INDEMNIFICATION.

Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold the other Party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (a) negligence or willful misconduct or (b) its material breach of any of the terms of this Agreement. The Indemnifying Party's liability under this Article shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The Party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

ARTICLE Article VI STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

ARTICLE VII. LIMITATION OF LIABILITY; ACTIONS.

EXCEPT FOR THE PARTIES CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE Article V OF THIS AGREEMENT AND INDEMNIFICATION OBLIGATIONS UNDER ARTICLE Article VI OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BY LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE CUSTOMER'S OBLIGATION TO PAY THE FEES TO THE SERVICE PROVIDER, EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CUSTOMER TO THE SERVICE PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

ARTICLE VIII. COOPERATION OF CUSTOMER.

Customer agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services under this Agreement. Customer agrees to supply

Service Provider with complete and accurate information and acknowledges that failure to do so will preclude Service Provider from maximizing its utility to Customer as its opinions and advice are based on what it is provided by Customer.

ARTICLE IX. NON-SOLICITATION.

Customer agrees that during the term of this Agreement and for two (2) years thereafter, it will not, directly or indirectly, solicit or induce any Service Provider employee or contractor that has interacted with Customer or has been involved, directly or indirectly, in the performance, review and/or acceptance of the Services, to consider or accept employment with Customer. Customer is not prohibited from responding to or hiring Service Provider employees or contractors who inquire about employment with Customer on their own accord or in response to a public advertisement or employment solicitation in general.

ARTICLE X. TERM.

This Agreement will commence as of the Effective Date and will terminate on the earlier of one (1) year, or upon completion of the Services, unless earlier terminated in accordance with the provisions of this Agreement. Thereafter, the Agreement shall be automatically renewed for additional one-month terms (each a "Renewal Term"), unless not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term, either Party notifies the other of its intent not to renew the Agreement. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term".

ARTICLE XI. TERMINATION.

11.1. Termination for Breach. Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (a) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (b) in the event of a non-monetary breach after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

11.2. Termination for Bankruptcy, Insolvency or Financial Insecurity. Either Party may terminate this Agreement immediately at its option upon written notice if the other Party: (a) becomes or is declared insolvent or bankrupt; (b) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (c) ceases to do business in the normal course; or (d) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365.

11.3. Termination for Convenience. Service Provider may terminate this Agreement at any time with or without cause by giving thirty (30) days prior written notice.

11.4. Obligations upon Termination. Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Customer shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination, each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Customer shall promptly return to Service Provider any equipment, materials or other property of the Service Provider which are in Customer's possession or control.

ARTICLE XII. RELATIONSHIP OF THE PARTIES.

The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

ARTICLE XIII. FORCE MAJEURE.

Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

ARTICLE XIV. GOVERNING LAW AND VENUE.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Indiana, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Indiana, Daviess County. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

ARTICLE XV. ATTORNEY'S FEES.

If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable

attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

ARTICLE XVI. COLLECTION EXPENSES.

If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Customer agrees to reimburse Service Provider for all such costs, expenses and fees.

ARTICLE XVII. ASSIGNMENT.

The Service Provider may subcontract its obligations and rights to a third-party.

ARTICLE XVIII. SEVERABILITY.

If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

ARTICLE XIX. HEADINGS; CONSTRUCTION.

The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

ARTICLE XX. SURVIVAL.

Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

ARTICLE XXI. RIGHTS CUMULATIVE.

The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

ARTICLE XXII. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

ARTICLE XXIII. NOTICES.

All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (a) hand delivery, (b) registered mail, (c) certified mail, return receipt requested, or (d) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Customer:

Northeast Dubois County School Corporation

5379 East Main Street, Dubois, IN 47527

Attention: Superintendent

Service Provider:

Harmon Consulting, LLC

Attention: Dr. Brian L. Harmon

(812) 486-6056

drharmon@harmonconsult.com

ARTICLE XXIV. WAIVER.

No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

ARTICLE XXV. ENTIRE AGREEMENT; MODIFICATION.

This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.

CUSTOMER

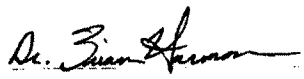
By: _____

Name:

Title: Superintendent or designee

Date:

SERVICE PROVIDER

By: 

Name: Dr. Brian L. Harmon
Title: Owner
Date: **5/29/2026**