AGREEMENT BETWEEN
THE JENNINGS COUNTY SCHOOL CORPORATION
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 30th day of October, 2026, by and between the Jennings County School Corporation (also interchangeably referred to herein as the "School Corporation") and Terry Goodin LLC (hereainfter referred to as "Independent Contractor").

THEREFORE, in consideration of the mutual promises set forth in this Agreement, the School Corporation and Independent Contractor mutually agree and covenant as follows:

1. Performance of Services.

(a) The School Corporation agrees to contract with the Independent Contractor and the Independent Contractor agrees to provide interim superintendent services for an interim period as set forth in this Agreement. The Independent Contractor is responsible for and shall perform those functions that are specified in Attachment A to this Agreement, which is incorporated herein by reference. The Independent Contractor is also responsible for complying with all directives of the Board which are authorized by official Board action.

(b) Independent Contractor represents that he has the qualifications and ability to perform the interim superintendent services in a professional manner. Independent Contractor represents that he is licensed by the State of Indiana to perform such independent contractor services, and that he has the authority to sign documents as an interim superintendent. Independent Contractor shall be responsible for the professional performance of the interim superintendent services.

(c) The Independent Contractor shall be physically present on school grounds Monday through Friday during the School Corporation's normal business hours.

2. Payment for Services. The School Corporation agrees to pay Independent Contractor $800 a day (the "Daily Rate") Monday through Friday for days worked when the School Corporation's administrative office is open. Independent Contractor must document all time in which he performs services pursuant to this Agreement in accordance with Indiana State Board of Accounts requirements. Independent Contractor's documentation of time worked and services performed under this Agreement are subject to approval on the claims docket of the Board. Independent Contractor will be paid monthly for his services as a 1099 independent contractor based on the time sheet documentation Independent Contractor submits to the School Corporation's Business Manager, which payments are subject to the approval of the Board.

3. Independent Contractor Status. Independent Contractor is entering into this Agreement as an independent contractor. Under no circumstances shall Independent Contractor be considered an employee of the School Corporation within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, health insurance, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Independent Contractor consider the School Corporation as his employer, or as a partner, agent, or principal. Except as otherwise expressly stated in this Agreement, Independent Contractor shall not be entitled to any benefits accorded to School Corporation employees, including, without limitation, workers' compensation, health insurance, dental and vision insurance, life insurance, disability insurance, vacation, paid time off, personal leave days or sick leave days. Independent Contractor shall be responsible for providing, at

Independent Contractor's expense and in Independent Contractor's name, disability, workers' compensation or other insurances, as well as licenses and permits usual or necessary for conducting the interim superintendent services contemplated hereunder.

Independent Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of payments received by Independent Contractor under this Agreement, including estimated taxes, and shall provide the School Corporation with proof of said tax payments upon demand. The School Corporation will provide to Independent Contractor a 1099 form for tax purposes reflecting all of such sums paid to Independent Contractor at the conclusion of the Agreement.

4. Term. This Agreement will become effective on November 2, 2026 and shall continue until the Board hires a regular superintendent or this Agreement is terminated in accordance with this provision. This Agreement may be terminated before the end of the term by either party at any time for any reason by the terminating party giving written notice to the non-terminating party. If this Agreement would be terminated by the School Corporation prior to the end of the Term set forth herein, then the School Corporation agrees that it will pay to Independent Contractor the amount of fees due for any services performed up through the date of termination. No further compensation shall be due and owing to the Independent Contractor beyond the fees due for services performed up through the date of termination of this Agreement.

5. Criminal Records Check. Independent Contractor shall comply with the provisions of Indiana law regarding the completion of criminal background checks and child protection index checks.

6. Indemnification. The School Corporation shall defend, hold harmless and indemnify Independent Contractor and its officers, employees, and agents from any and all demands, claims, suits, actions or legal proceedings brought against Independent Contractor, provided that the incident arose in connection with the services being provided under this Agreement. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school Superintendent, or which were made under apparent authority of statute or applicable common law or which were specifically authorized by the Board, shall be considered within the scope of this Agreement. The indemnification provided herein does not apply to demands, claims, suits, actions or legal proceedings brought against Independent Contractor for actions taken by him that are outside the scope of this Agreement.

7. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received upon either hand delivery or by depositing such notice in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

TO THE SCHOOL CORPORATION:

Jennings County School Corporation
Attn: School Board President
34 W. Main Street
North Vernon, Indiana 47265

INDEPENDENT CONTRACTOR:

Terry Goodin LLC
Attn: Terry Goodin
902 West State Road 256
Austin, Indiana 47102

8. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

9. Indiana Law and Venue. This Agreement shall be governed by the rights, duties and obligations of the parties and shall be determined and enforced in accordance with the laws of the State of Indiana. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be brought in a court that has appropriate jurisdiction in Jennings County, Indiana.

10. Waiver. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

JENNINGS COUNTY SCHOOL CORPORATION

By: _____
School Board President

TERRY GOODIN LLC

By: _____
Terry Goodin, President

ATTEST:

By _____
School Board Secretary

ATTACHMENT A

Description of Independent Contractor Services

Independent Contractor shall be directly responsible for the performance of the following services and responsibilities:

A. Promptly and fully informing the Board of any matter or related matters involving legal expenses reasonably expected to exceed $10,000 (I.C. 20-26-5-44).

B. Inform all Board members within five (5) business days, if the Independent Contractor:

1. becomes aware of possible criminal activity involving a current or former Corporation employee or contract that:

   a. may have occurred on school property or at a school approved activity or event not on school property; and

   b. may have involved a current or former student who was a student at the time of the possible criminal activity; or

2. concludes an investigation of a personnel matter that results in or could result in the suspension or termination of a Corporation employee (I.C. 20-26-5-42.3).

C. Keep the Board informed of school operations by preparing monthly Board agendas, providing oral and written communication, scheduling management team committee meetings, and requesting special Board meetings that become necessary to keep the Board properly informed.

D. Ensure that all aspects of Corporation operation comply with: 1) State and Federal laws, 2) rules, and regulations; Board policies; and 3) Board contracts.

E. Establish and maintain a written educational plan required by law and consistent with the educational goals adopted by the Board.

F. Ensure proper implementation of the current Corporation-wide instructional plan as it applies to each building.

G. Strive to increase the efficient use of Corporation resources in the daily operations of the schools.

H. Enforce the school attendance laws.

I. Assign staff to achieve the maximum benefit toward the attainment of educational goals.

J. Evaluate the progress of the professional and support staff toward the attainment of educational goals.

K. Analyze the results of instructional program development as it applies to the Board's educational goals.

L. Recommend changes in instructional or staffing patterns based on an analysis of staff and program progress.

M. Work cooperatively with parents and community groups concerned with programs in the schools.

N. Develop personal capabilities in personnel strategies and facility management.

O. Work cooperatively with the Board and administrative staff.

P. Strive toward the highest standards of personal conduct.

Q. Perform such other duties as the Board may direct.