

AGREEMENT

THIS AGREEMENT, ("Agreement") made and entered into as of the 1st day of May, 2023 by and between South Gibson School Corporation ("SGSC") and Evansville Christian Life Center, ("ECLC"),

WITNESSETH:

WHEREAS, ECLC is qualified to provide certain services ("Services"), which Services are more particularly described below; and

WHEREAS, SGSC and/or students of the SGSC are in need of the Services; and

WHEREAS, the SGSC and ECLC wish to form a working relationship to provide the Services, as more specifically provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Services to be provided.** ECLC agrees to provide the following Services:
During school program, specifically Truth Talk, and other programs as mutually agreed upon by SGSC and ECLC.
2. **Term of Agreement.** The term of this agreement shall be effective as of the 1st day of June, 2023, shall continue until the 30th day of June, 2024, ("Term").
3. **Cost.** Any costs associated with this program will be dependent on grant funding received. All Services under this Agreement will be provided by ECLC at no cost to SGSC unless otherwise mutually agreed upon by SGSC and ECLC.
4. **Termination of Specific Service.** SGSC may, at any time, with or without cause, terminate this Agreement as to any one or more of the Service(s) to be provided by ECLC.
5. **Indemnification.** ECLC shall indemnify, and hold harmless SGSC, its agents, officers, employees, and representatives, of, from, and against all third party claims, liabilities, costs, expenses, damages, and judgments, including reasonable attorneys' fees, incurred by SGSC resulting, directly or indirectly, from the Agreement or ECLC's performance, lack of performance, actions, or inactions thereunder; provided, however, that ECLC shall not be responsible for that part of any damage, liability, cost, or loss (including reasonable attorneys' fees and expenses) incurred by SGSC which results from the negligence of SGSC.
6. **E-Verify Compliance.** Pursuant to I.C. 22-5-1.7, ECLC shall enroll in and verify the work eligibility status of all newly hired employees of ECLC through the E-Verify Program (Program). ECLC is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also pursuant to I.C. 22-5-1.7, ECLC must execute an affidavit affirming that the ECLC does

not knowingly employ an unauthorized alien and confirming ECLC's enrollment in the Program, unless the Program no longer exists, shall be filed with SGSC prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to SGSC.

7. **Relationship of Parties.** Notwithstanding any provision to the contrary contained herein, no relationship of employer and employee is created by this Agreement, it being understood that ECLC and its agents and employees will act as independent contractors and shall not have any claim under this Agreement or otherwise against SGSC for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits, or employee benefits of any kind.
8. **Confidentiality.** ECLC recognizes that SGSC student records must be kept confidential pursuant to federal and state law and agrees to maintain and preserve such confidentiality at all times.
9. **Liability Insurance.** ECLC shall carry in its own name, at its own cost, the following insurance or self-insurance:
Comprehensive General Liability Insurance with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.

ECLC shall furnish SGSC a certificate that the above insurance or self-insurance is at all times in full force and effect. SGSC shall be carried as an additional named insured thereunder and ECLC shall provide the SGSC proof thereof.
10. **SGSC Policies.** ECLC shall cause all of its agents, employees, or personnel providing services hereunder to observe and comply with all rules, policies, standards, and guidelines of the SGSC as may be adopted and amended from time to time by SGSC, including but not limited to procedures for reporting child abuse and neglect and building security issues, in addition to those of ECLC.
11. **Modification and Waiver.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. A waiver by either party of any breach or default in the performance of any of the provisions of this Agreement on the part of the other shall not constitute a waiver of any subsequent breach or default on the part of either party.
12. **Severability; Invalid Provisions Inapplicable.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.
13. **Assignment.** The parties agree that the duties to be performed hereunder by ECLC are professional in nature, and that this Agreement may not be assigned by ECLC, nor its duties delegated to others, without the advanced written consent of SGSC.

14. **Criminal Background Checks.** All ECLC employees shall undergo a criminal background check prior to interaction with SGSC students.
15. **Notices.** All notices to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, postage pre-paid, to the addressee party at the following addresses:
- For SGSC:
Dr. Bryan Perry
South Gibson School Corporation
1029 W 650 S
Ft Branch, IN 47648
- For ECLC:
Gina Gibson, Executive Director/Chief Executive Officer
Evansville Christian Life Center
509 S. Kentucky Ave
Evansville, IN 47714
16. **Successors.** All the obligations, conditions, terms, and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, permitted assigns, subsidiaries, officers, directors, and employees.
17. **Choice of Law and Venue.** Any dispute that arises out of or relating to the terms of this Agreement shall be brought in the Superior or Circuit Court of Vanderburgh County, Indiana or in the Federal District Court for the Southern District of Indiana. The law of the State of Indiana shall govern any dispute.
18. **Entire Agreement.** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

SOUTH GIBSON SCHOOL CORPORATION

By: _____
Dr. Bryan Perry

EVANSVILLE CHRISTIAN LIFE CENTER

By: 
Gina Gibson, Executive Director/Chief Executive Officer