SAFE HIRING SOLUTIONS LLC
SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between Safe Hiring Solutions LLC, an Indiana limited liability company ("Safe Hiring Solutions") and Monroe County Community School Corporation, its employees, affiliates, subsidiaries and contractors authorized to procure background screening (collectively, "Subscriber"), with its principal offices at 315 North Drive Bloomington, IN 47401.

Safe Hiring Solutions and Subscriber agree as follows:

1. Services Provided. Safe Hiring Solutions is a consumer reporting agency that provides, among other things, consumer reports ("Screening Reports") as defined by the Fair Credit Reporting Act ("FCRA") and the Fair and Accurate Credit Transactions Act ("FACTA"). Subject to the terms and conditions of this Agreement, Safe Hiring Solutions agrees to furnish to Subscriber upon Subscriber's request Screening Reports to be used for credit transaction, employment, or other legitimate business transaction involving Consumer, as defined by the FCRA, in connection with pre-employment, post-employment and other background screening of an individual ("Consumer").

2. Information Security. Subscriber acknowledges and understands its obligation to maintain the confidentiality and integrity of any Confidential Information, as described in ¶ 9 of this Agreement, and Subscriber's identification numbers and passwords requested or received from or through Safe Hiring Solutions as described in Exhibit "A" attached to this Agreement.

3. Subscriber Obligations. Subscriber agrees that it will:

   (a) Be responsible for identifying and taking all steps necessary to comply with all applicable federal, state and local laws in connection with the procurement and use of Screening Reports, including providing the Consumer with applicable notices, disclosures, reports, and obtaining Consumer's consent, as required by the FCRA and FACTA (see Exhibit "B" attached to this Agreement);

   (b) Provide written certification to Safe Hiring Solutions of its compliance with the conditions for procuring or using consumer reports, as provided in the FCRA, including, but not limited to, certification that (1) the Screening Report will be used only for employment or legitimate business transaction purposes; (2) Subscriber has given written disclosure to the Consumer that a Screening Report may be obtained; (3) Subscriber has obtained written consent from the Consumer, if applicable, to the procurement of the Screening Report; (4) Subscriber will not use the information in the Screening Report in violation of any local, state, or federal equal employment or equal housing opportunity law or regulation; and (5) prior to taking any adverse action, as that term is defined in the FCRA, based in whole or in part on information in the Screening Report, Subscriber will provide the Consumer with a copy of the Screening Report, and a copy of the Summary of Consumer Rights, which is attached to this Agreement as Exhibit "D."

- 1 -

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(c) Abide by requirements contained in the Investigative Consumer Report Addendum attached to this Agreement as Exhibit “C” before requesting or asking Safe Hiring Solutions to prepare or procure an Investigative Consumer Report (as defined by the FCRA).

(d) Assume responsibility for final verification of the Consumer’s identity, and read and abide by the requirements contained in the Notice to Users of Consumer Reports, attached to this Agreement as Exhibit “E;”

(e) Refrain from requesting medical information (as defined in the FACTA) about a Consumer, other than as permitted by law, without first providing Safe Hiring Solutions a certification that the medical information is necessary to effect the employment or legitimate business transaction purpose, and that Subscriber has obtained specific written consent from the Consumer for procuring a Screening Report containing medical information;

(f) Base all hiring decisions and actions on its own policies and procedures and acknowledge that Safe Hiring Solutions employees will not disclose or render any opinions regarding the Screening Reports;

(g) Promptly pay for all services rendered hereunder in accordance with the Schedules of Fees and acknowledge that the Schedule of Fees may be revised if there are changes in laws, regulations or ordinances affecting the direct or indirect costs of delivering a Screening Report. If other revisions to the Schedule of Fees are required at any time during this Agreement, Subscriber will be provided 60 days prior written notice, and an opportunity to object or consent in writing to the proposed revision(s). If Subscriber does not agree to the revision(s) of the Schedule of Fees, Safe Hiring Solutions may terminate this Agreement upon 30 days prior written notice;

(h) Adhere to Safe Hiring Solutions’ payment terms (net ten (10) days). If all payments due pursuant to the Schedule of Fees are not received by Safe Hiring Solutions within thirty (30) days after the date of the billing statement, Subscriber may be required to pay interest of 1½ % per month and/or relinquish Subscriber’s access privileges and release Safe Hiring Solutions from any obligation to perform any further services;

(i) Acknowledge that title, ownership interest, and intellectual property rights in and to the Safe Hiring Solutions system of products and services shall remain in Safe Hiring Solutions and/or its suppliers. Subscriber further acknowledges that all content contained in any Screening Report is the property of the applicable content owner and may be protected by applicable contract and/or copyright law;

(j) Refrain from seeking legal advice from Safe Hiring Solutions. Subscriber understands and acknowledges that Safe Hiring Solutions is not acting as legal counsel to Subscriber when it responds to questions about a Screening Report, and Subscriber agrees that all such matters discussed will be reviewed and approved by Subscriber’s legal counsel prior to any actions taken by Subscriber.

- 2 -

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4. **Motor Vehicle Records Information Guidelines.** If motor vehicle records ("MVR") are requested to be included in the Screening Report with respect to any Consumer, Subscriber agrees that it:

   (a) Shall use the MVR only for authorized business purposes, as contemplated by the FCRA and any applicable state law;

   (b) Is qualified to do business and validly holds all licenses required to operate Subscriber's business in all states where Subscriber conducts business and/or has employees;

   (c) Will comply with all applicable federal and state laws related to the use and review of MVRs, including the Driver’s Privacy Protection Act found at 18 U.S.C. Section 2721 et seq. ("DPPA");

   (d) Will not use the MVR to build its own database or copy or otherwise reproduce the MVR except in connection with the review of the Consumer;

   (e) Will not sell, distribute or disseminate the MVR, in whole or in part, to any third party and shall use the MVR solely as an end user; and

   (f) Will submit to an audit of Consumer consent forms at Safe Hiring Solutions’ request. In the event of such request, reasonable notice would be provided and audit would take place during Subscriber’s regular business hours. Subscriber agrees further that it will execute the required State forms (if applicable).

5. **Safe Hiring Solutions’ Obligations.** Safe Hiring Solutions agrees that it will:

   (a) Comply with all applicable federal, state and local laws in the assembling and transmission of Screening Reports, including, without limitation, the FCRA;

   (b) Follow reasonable quality assurance procedures to assure the highest possible accuracy of the information contained in a Screening Report and to maintain procedures designed to confirm, to the extent possible, that the reported public record information is complete and current;

   (c) Re-verify at no cost any disputed Screening Report when either the Subscriber or the Consumer makes a request in accordance with applicable law. Safe Hiring Solutions shall respond in writing on a timely basis; and

   (d) Maintain the confidentiality of its data acquisition and verification methodology.

6. **Limitation of Liability.** The Screening Reports assembled or obtained by Safe Hiring Solutions are derived from databases and records that have been created and maintained by various government agencies, private companies and other contributors that are not under the control of Safe Hiring Solutions. Responsibility for the accuracy of the information assembled in the Screening Reports from these databases and records rests solely in the contributor. Safe Hiring Solutions shall have no liability to Subscriber or anyone acting as Subscriber for the accuracy of such information or for any other reason.

   

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Solutions and Subscriber agree that unless Safe Hiring Solutions has committed gross negligence or engaged in intentional wrongdoing in the preparation and transmission of the Screening Report, Safe Hiring Solutions' total liability to Subscriber shall be limited to the return of the fees paid to Safe Hiring Solutions for the Screening Report and then only to the extent that the information contained in the Screening Report is found to be the primary basis upon which Subscriber incurred injury or damage resulting from the furnishing of the Screening Report by Safe Hiring Solutions. Safe Hiring Solutions and Subscriber agree that Safe Hiring Solutions shall not be liable to Subscriber for any other damages, costs or expenses whatsoever except as expressly agreed to above and that neither party shall be liable to the other party for punitive, exemplary or consequential damages.

7. **Indemnification.** Subscriber acknowledges that it has read and understands the requirements of the FCRA, as amended by FACTA, agrees that it will comply with all such requirements, and further agrees that it shall defend, indemnify and hold harmless Safe Hiring Solutions, its directors, officers, employees, agents, independent contractors, successors and assigns, from any and all claims, liability, or damages whatsoever arising out of or related to Subscriber's failure to comply with the requirements of the FCRA or FACTA. Subscriber further agrees that it shall defend, indemnify and hold harmless Safe Hiring Solutions, its directors, officers, employees, agents, independent contractors, successors and assigns, from any and all claims, liability, or damages whatsoever arising out of or related to the accuracy or use of the services or data provided under this Agreement.

8. **WARRANTY.** SAFE HIRING SOLUTIONS REPRESENTS AND WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A DILIGENT AND PROFESSIONAL MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. SAFE HIRING SOLUTIONS SHALL USE ITS BEST EFFORTS TO PROVIDE HIGH QUALITY, TIMELY AND ACCURATE INFORMATION TO SUBSCRIBER. HOWEVER, SUBSCRIBER RECOGNIZES THAT SAFE HIRING SOLUTIONS CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BECAUSE SUCH INFORMATION IS OBTAINED FROM PUBLIC RECORDS AND OTHER THIRD PARTY SOURCES THAT MAY NOT ALWAYS BE ACCURATE OR CURRENT.

9. **Confidential Information.** Subscriber agrees to treat all Confidential Information disclosed to it in relation to this Agreement in accordance with the provisions of this Section, the Agreement and applicable law. "Confidential Information" means information contained in any Screening Report, and all proprietary and secret data, sales or pricing information relating to Safe Hiring Solutions and its operations, employees, products or services. Subscriber receiving such Confidential Information shall: (i) protect and maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement; and (ii) use at least the same degree of care in maintaining secrecy as it uses in maintaining the secrecy of its own confidential or proprietary information, but in no event less than with reasonable care and diligence. At all times, both during this Agreement and after its termination, Subscriber shall not disclose any Confidential Information without prior written consent of Safe Hiring Solutions.

10. **Term.** The term of this Agreement shall continue in force without any fixed date of termination, but either party may terminate the Agreement for any reason upon thirty (30) days prior written notice to the other.

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11. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties agree that the appropriate venue for all actions or proceedings arising from or in connection with this Agreement will be the State and Federal courts located in Marion County, Indiana.

12. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. It supersedes any prior or contemporaneous agreements or representations, whether oral or in writing. In the event of any conflict of terms between this Agreement and any subsequent purchase orders, statements of work or other order forms, the terms of this Agreement shall prevail.

13. Miscellaneous. This Agreement may be modified only by a writing executed by both parties. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such provision(s) or part(s) shall be stricken from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement. This Agreement shall be effective at such time as Safe Hiring Solutions has sent written notification, whether via U.S. Mail, facsimile, e-mail or otherwise to Subscriber indicating its acceptance of the terms and conditions of this Agreement. This agreement shall be binding upon and inure to the benefit of the parties and each of their respective representatives, successors and assigns; provided, however, the Subscriber may not assign this Agreement without the prior written consent of Safe Hiring Solutions. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document.

14. Waiver. A failure or delay by either party in enforcing any provision or pursuing any remedy available under this Agreement, or a waiver of any provision by that party, will not operate as or be construed as (a) a waiver of any subsequent breach of this Agreement by the other party or (b) a waiver of the party’s right at any later time to require strict compliance with all provisions of this Agreement.

15. No Third Party Rights. The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than the Business Associate (Subscriber) and the Provider (Safe Hiring Solutions), as defined herein.
The Subscriber has executed this Agreement on this ___ day of ________________.

Company Name:  Monroe County Community School Corporation

By (signature):  Jeannine Butler

Printed Name:  Jeannine Butler

Title:  MCCSC School Board President

Email Address:  Peggy Chambers c/o pchamber@mccsc.edu

Web Address:  www.mccsc.edu

Mailing Address:  315 North Drive  Bloomington, IN 47401

Phone Number:  (812) 330-7700

Fax Number:  (812) 330-7705

Accepted by Safe Hiring Solution LLC on this ___ day of July 2009.

Safe Hiring Solutions LLC

By:  [Signature]

Printed:  Michael T. McCarty

Title:  President

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