

CONSULTING AGREEMENT

This Agreement is made effective as of August 1, 2010 by and between Warren County School District and BARBER NATIONAL INSTITUTE, 100 Barber Place, Erie, PA 16507.

In this Agreement, the party who is contracting to receive services shall be referred to as the "School District" and the party who will be providing the services shall be referred to as "INSTITUTE".

Therefore, the parties agree as follows:

1. DESCRIPTION OF INSTITUTE SERVICES. Beginning on (August 30, 2010), The INSTITUTE will provide the following services:

- 6 hour training day for School District Autistic Support Staff
- Behavior Specialist Consultation services up to 5 hours per week

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by the INSTITUTE shall be jointly determined by INSTITUTE and the School District.

3. PAYMENT OF SERVICES. The School District will pay a fee to the INSTITUTE in the amount of \$400 for the training day for the School District's Autism Support staff.

3a. PAYMENT OF SERVICES. The School District will pay a charge of \$65 per hour of service rendered for professional Behavioral Specialist Consultation time provided by the INSTITUTE under the terms of this contract.

The School District will remit payment within 15 days of receipt of the INSTITUTE's monthly invoice for services.

4. SUPPORT SERVICES. INSTITUTE will provide all necessary support services.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that INSTITUTE employees are independent contractors with respect to the School District, and not employees of School District. The School District will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of INSTITUTE employees.

6. OBLIGATIONS. Each party shall indemnify and hold harmless the other party against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly from any of its intentional or grossly negligent acts of its employees or agents, including all claims relating to the injury or death of any person or damage to any property. Each party shall indemnify and hold the other party, and/or their assistants, employees or agents harmless against any and all liability imposed or claimed, including all claims relating to injury or death of any person or damage to any property and including attorney's fees and other legal expenses, provided that the other party and/or their assistants, employees or agents have not acted intentionally or grossly negligent.

7. INJURIES. INSTITUTE acknowledges INSTITUTE's obligation to obtain appropriate insurance coverage for the benefit of INSTITUTE (and INSTITUTE employees, if any). INSTITUTE waives any rights to recovery from the School District for any injuries that INSTITUTE (and/or INSTITUTE's employees) may sustain while performing services under this agreement and that are a result of the negligence of INSTITUTE or INSTITUTE's employees.

8. CONFIDENTIALITY. Both parties (Institute and School District) recognize that they may have proprietary information (collectively, "Information") which are valuable, special and unique assets of each other and need to be protected from improper disclosure. In consideration for this disclosure of the Information, both parties agree that they will not at any time or in any manner, either directly or indirectly, use any Information or provide to any third party without the prior written consent of the other. Both parties will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement.

9. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this agreement shall remain in full force and effect for one year after the termination of this agreement.

10. RETURN OF RECORDS. Upon termination of this Agreement, INSTITUTE shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in INSTITUTE's possession or under INSTITUTE's control and that are the School District's property or relate to the School District's business.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF FOR THE SCHOOL DISTRICT:

*WARREN COUNTY SCHOOL DISTRICT
Diane L. Martin
Director of Special Education
185 Hospital Drive
North Warren, PA 16365*

IF for INSTITUTE:

*DR. GERTRUDE A. BARBER NATIONAL INSTITUTE
John J. Barber
President/Chief Executive Officer
100 Barber Place
Erie, PA 16507*

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

Party receiving services:

By: _____

Date: _____

Party providing services:

DR. GERTRUDE A. BARBER NATIONAL INSTITUTE

By: _____
JOHN J. BARBER, President and Chief Executive Officer

Date: _____