

CONSULTING AGREEMENT

This Agreement is made effective as of August 1, 2013 by and between Warren County School District and Dr. Gertrude A. Barber Center, Inc. 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 "CENTER".

Therefore, the parties agree as follows:

1. DESCRIPTION OF INSTITUTE SERVICES. Beginning on (August 30, 2012), The CENTER will provide the following services:

- Two 6 hour training day for School District Autistic Support Staff and Emotional Support Staff
- Behavior Specialist Consultation services up to 40 hours per month
- Mobile Therapy services up to 40 hours per month

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

3. PAYMENT OF SERVICES. The School District will pay a fee to the CENTER in the amount of \$384 for each of the two training days for the School District's Autism Support and Emotional Support staff for a total of \$768.

3a. PAYMENT OF SERVICES. The School District will pay a charge of \$64 per hour of service rendered for professional Behavioral Specialist Consultation and/or Mobile Therapy time provided by the CENTER under the terms of this contract.

The School District will remit payment within 30 days of receipt of the CENTER's monthly invoice for services.

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

5. RELATIONSHIP OF PARTIES. It is understood by the parties that CENTER 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 CENTER employees.

6. OBLIGATIONS.

CENTER shall defend, indemnify, hold free and save harmless the School District, its agents and employees from any loss, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expense, reasonable attorneys' fees or costs incident hereto, filed or presented by any person or entity in connection with, arising from or in relation to the acts or omissions of the CENTER, its officers, employees, or agents during the performance of this Agreement, CENTER's obligations in accordance with this provision shall survive the termination of this agreement.

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

8. CONFIDENTIALITY. Both parties (Center 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.

Both parties shall execute a separate Confidentiality Agreement and shall cooperate fully to protect the confidentiality of educational records, personally identifiable information, and other information as dictated by the Family Educational Rights and Privacy Act (FERPA). A violation of this paragraph or the Confidentially Agreement 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, CENTER shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in CENTERs possession or under CENTER'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
Patricia Hawley-Horner
Interim Director
589 Hospital Drive
Warren, PA 16365*

IF for CENTER:

*DR. GERTRUDE A. BARBER CENTER
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 part

Patricia Hawley-Horner
Director of Pupil Services
Warren County School District

John J. Barber
President & CEO
Dr. Gertrude A. Barber Center, Inc.

Date

Date

