

CONSULTING AGREEMENT

This agreement is made effective as of June 9, 2014 by and between Warren County School District, 589 Hospital Drive, Suite A, Warren, PA 16465 and Dr. Gertrude A. Barber Center, Inc. dba 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:** (July 14, 2014 – July 31, 2014) The INSTITUTE will provide the following services:
 - Behavior Specialist and/or Mobile Therapist services up to 3 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 charge of \$68 per hour of service rendered for professional Behavioral Specialist and/or Mobile Therapist consultation time provided by the INSTITUTE under the terms of this contract.

The School District will remit payment within 30 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:** INSTITUTE 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 INSTITUTE, its officers, employees, or agents during the performance of this Agreement, INSTITUTE's obligations in accordance with this provision shall survive the termination of this agreement.
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 for 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.

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 Confidentiality Agreement shall be a material violation of this agreement.

- 9. CONFIDENTIALITY AFTER TERMINATION:** The confidentiality-provisions of this agreement shall remain in 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

Ruth Nelson

Interim Director of Pupil Services

589 Hospital Drive Suite A

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:

WARREN COUNTY SCHOOL DISTRICT

Arthur Stewart, Board President

Date

Party providing services:

DR. GERTRUDE A. BARBER NATIONAL INSTITUTE

John J. Barber, President and CEO

Date