

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**DEPAUL SCHOOL FOR HEARING AD SPEECH**  
**and**  
**BALDWIN-WHITEHALL SCHOOL DISTRICT**

This agreement dated April 15th, 2021 is made By and Between Baldwin-Whitehall School District, whose address is 4900 Curry Rd, Pittsburgh, PA 15236 ("Customer"), **AND** DePaul School for Hearing & Speech and whose address is 6202 Alder Street, Pittsburgh, PA 15206 ("Consultant").

**WITNESSETH THAT:**

**WHEREAS**, Customer is desiring to utilize the Professional Services of the Consultant;

**AND**

**WHEREAS**, the Consultant is able, willing, and qualified to provide the Professional Services;

**NOW, THEREFORE**, the Parties do hereby mutually agree as follows:

**1. Professional Services.** The Professional Services provided by Consultant to Customer will be of an hourly nature and will be defined in each student's Individual Educational Plan. The type and scope of the hourly Professional Services is defined on a case-by-case basis. There will be no guaranteed amount of hours. Consultant will provide professional services for the remainder of the 2020-2021 school year.

Professional Services will be defined herein as itinerant certified teacher of the deaf and hard of hearing, hearing support (possessing all required state clearances), direct educational support (including supervision), progress monitoring, development of IEP's, parent conferences, and other responsibilities as identified by the school district.

**2. Terms of Agreement.** This term of this agreement will be for duration the 2020-21 Extended School Year Program (ESY), and will end at the close of the 2020-21 ESY Program. The Terms of Agreement may be extended beyond this date as mutually agreed upon by both parties in writing.

**3. Place Where Services Will Be Rendered.** The Consultant will perform services in accordance with this contract at locations to be mutually arranged between Customer and Consultant. In addition, the Consultant may perform services on the telephone and through electronic mail and at such other places as necessary to perform these services in accordance with this agreement and as directed by the Baldwin-Whitehall School District.

**4. Payment to Consultant.** The Consultant will be paid at the rate of **\$89** for work performed in accordance with this agreement. The Consultant will submit an itemized detailed invoice statement monthly setting forth the time spent and services rendered per item and/or project. The Customer will pay the Consultant the amounts due after it has been reviewed and authorized. The Customer will then submit the invoice statement through the normal fiduciary process of the school district.

**5. Independent Contractor.** Both Customer and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract.

**6. Insurance.** The Consultant shall maintain in effect the following insurance coverage at all times during the term of this Agreement by an insurance company licensed to conduct business in the Commonwealth of Pennsylvania:

- Worker's Compensation covering Consultant's liability under the Worker's Compensation Act of the Commonwealth of PA, as amended.

- Commercial General Liability insurance endorsed to include Customer, its Board of Directors, and Executive Director as additional named insured. The limit applicable to this insurance shall be \$1,000,000 per occurrence.
- Automobile liability insurance covering all owned, hired, and non-owned vehicles with a limit of liability of not less than a combined single limit of \$300,000 for bodily injury and property damage.

**7. Ownership of Instruments of Service.** Consultant's reports, logs, field data, field notes, test data, calculations, estimates and other similar documents are instruments of Professional Service, not products. Ownership of such documents is retained by Customer but Customer shall be entitled to access to same as needed in connection with the objectives of this engagement.

**8. Confidential Information.** The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, excluding information deemed by law as to be public, which concerns the personal, financial or other affairs of the company or its employees, students, clients or other consultants, providers or vendors will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

**9.** The Consultant agrees to security and background checks as may be required by Customer in compliance with law.

**10. Employment of Others.** Customer may from time to time request that the Consultant arrange for the services of others. Customer will pay all costs to the Consultant for those services but in no event shall the Consultant employ others without the prior authorization of the Customer.

**11. Diligence.** Consultant agrees to perform his/her services with that standard of care, skill, and diligence normally provided by a professional person for similar consulting and services. Consultant understands that Customer will be relying upon the accuracy, competence, expertise and completeness of Consultant's services in fulfilling his commitments to Customer as set forth herein. Consultant agrees to exclusively, without substitution, provide professional services as set forth herein.

**12. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.**

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by signature of their duly authorized officer the day and year first written above.

**CONSULTANT (DePaul School for Hearing and Speech representative)**

By and Title:

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Date:

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**CUSTOMER (Baldwin-Whitehall School District representative)**

By and Title:

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Date:

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