

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered this ____ day of September, 2026 ("Effective Date"), by and between the **School District of Jenkintown**, a public school district located at 250 West Avenue, Jenkintown, Pennsylvania 19046 (the "District") and **The Center for Family Empowerment, LLC**, a Pennsylvania limited liability company located at 602 Willow Street, Jenkintown, Pennsylvania 19046 (the "Contractor").

WITNESSETH:

WHEREAS, the District desires to retain the services of Contractor, and Contractor desires to render services to the District upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **SERVICES:** The District hereby retains Contractor, and Contractor hereby agrees to render mental health services to students in the District, as more fully set forth in the attached Exhibit A.

2. **TERM:** The term of this Agreement shall be for period from the Effective Date to the end of the 2026-2027 School Year, on or about June 30, 2027.

3. **COMPENSATION:** The District agrees to pay compensation to Contractor for all services to be rendered under this Agreement as set forth in Contractor's Fee Schedule which is attached hereto as **Exhibit B**.

4. **RELATIONSHIP:** Nothing in the Agreement shall be considered to create the relationship of employer and employee between the parties hereto and Contractor shall be deemed at all times an independent contractor.

5. **SECURITY:** If a student reports to Contractor a safety issue, Contractor shall communicate directly with the student's guidance counselor, who will ensure safety steps are taken by the District.

6. **CONFIDENTIALITY:** Contractor acknowledges that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the students of the District. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information concerning students of the District, including, but not limited to, protected health information under the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. During the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except Contractor's

personnel who are entitled thereto and other persons who have been authorized and consented to receive such protected health information in writing by the District and the student and/or parents or guardians of the student whose protected health information is subject of the disclosure. Contractor shall take all reasonable action that the District deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the students' interests in such confidential information.

7. CONSENTS: The District will require all students participating in sessions with Contractor to provide consents for participation from the student and/or the student's parents or guardians, where appropriate.

8. COMPLIANCE WITH POLICY/LAW: Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable the District compliance with the Pennsylvania Right to Know Law.

9. INSURANCE: Contractor shall, at Contractor's expense, procure and maintain the following types and minimum limits of insurance: (a) General liability - \$1,000,000 per claim/\$3,000,000 per year; Professional liability - \$1,000,000 per claim/\$3,000,000 per year; Workers' Compensation - statutory limits.

10. INDEMNITY: The parties agree to indemnify, defend and hold harmless each other from and against all claims, demands, suits, costs, penalties, losses, expenses and damages of any kind, including attorneys' fees and court costs, in any way arising out of the performance or non-performance of this contract or from a breach of this contract. This indemnity shall include claims, demands, suits, costs, penalties, losses, expenses and damages of any kind, including attorneys' fees and court costs, to the extent the claims directly or indirectly arise or allegedly arise in whole or in part by the negligence or willful misconduct of either party.

11. NOTICE: Any notice required by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

12. WAIVER: The waiver either party of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other party.

13. BINDING EFFECT: The Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, but shall not be assignable by the either party.

14. ENTIRE AGREEMENT: This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by both parties hereto.

15. GOVERNING LAW: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

16. COUNTERPARTS. This Agreement may be executed in counterparts, by manual or facsimile signature, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, each intending to be legally bound.

**DISTRICT
SCHOOL DISTRICT OF JENKINTOWN**

BY: _____ Name:
Title:

Date: _____

**CONTRACTOR
THE CENTER FOR FAMILY
EMPOWERMENT, LLC**

BY: _____ Name:
Title:
Date: _____

EXHIBIT "A"

SERVICES

Program Details

Contractor will provide to the District the following services mental health services on site ("Services"):

- A. Closed group sessions to be held weekly during a period of six (6) weeks.
- B. Open group sessions to be held weekly.
- C. Individual sessions to be held weekly or biweekly.
- D. Classroom lessons and workshops.

Scope of Practice

The Services are psychoeducational services and do not involve the diagnosis of or treatment of mental disorders as defined by the American Psychological Association. By participating in these sessions, students and their parents and/or guardians must indicate an understanding that this group is not a substitute for counseling, psychotherapy, mental health care, or substance abuse treatment and that students and their guardians will not use it in place of any form of diagnosis or therapy.

All students and parents and/or guardians shall execute a Consent form to be provided by Contractor.

EXHIBIT "B"
FEE SCHEDULE

- A. Closed groups - \$185 per hour.
- B. Open groups - \$185 per hour.
- C. \$185 per hour for individual sessions, classroom lessons, and workshops.

ADDENDUM TO AGREEMENT BETWEEN
The Center for Family Empowerment ("Contractor") &
SCHOOL DISTRICT OF JENKINTOWN ("District")

Contractor and the District hereby agree that the Independent Contractor Agreement between the parties is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Addendum conflict with the terms outlined in the Service Agreement, the parties agree that the terms of this Addendum shall control.

1. Paragraph 6 is hereby amended by adding the following to the end of the first sentence: "and/or the Family Educational Rights and Privacy Act."
2. Paragraph 8 is hereby amended by adding the following to the end of the existing language:

Additionally, Contractor shall provide the following required certifications to the District, which must be dated no earlier than one year prior to the date presented to the District:

1. PA State Police Background Check;
2. PA Child Abuse History Clearance; and
3. FBI Report — must be through the Pennsylvania Department of Education.

Contractor will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee/agent coming onto District property. Additionally, Contractor will notify the District in writing within 72 hours if any employee or agent of Contractor performing services under this Agreement is arrested or convicted of any crime.

Contractor agrees to provide all employees and agents performing services under this Agreement with mandatory child abuse training in accordance with Pennsylvania law. Additionally, Contractor shall ensure that its agents and employees performing services under this Agreement are familiar with the requirements of District policies and regulations regarding Harassment of Students by Non-Students and Maintaining Appropriate Boundaries with Students, which may be found on the District's publicly accessible website.

Contractor employees/agents who will have direct contact with students must undergo an employment history review, which shall be conducted by Contractor, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Contractor shall notify the District of receipts of any affirmative response(s) with respect to any of the abuse and sexual misconduct background questions.

Contractor is not currently relying upon and will not rely upon any Clearance that is older than 60 months.

Contractor certifies that it has performed the employment history review required by Act 168 of 2014 and will provide the District with access to such records upon request. If any affirmative response is provided to the abuse and sexual misconduct background questions, the Contractor will notify the District in writing in advance of that individual's assignment to the District and if the District objects to the assignment, then the Contractor may not assign the employee to the school entity.

3. The following paragraphs are added to the Agreement:

17. Non-Discrimination. The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of gender, sex, color, religion, race, national origin, disability, sexual orientation, gender identity or expression, or due to membership in any other class protected by law.

Intending to be legally bound hereby, the parties have set their hands and seals the date set forth below.

SCHOOL DISTRICT OF JENKINTOWN

By: _____

Date

ATTEST:

By: _____

THE CENTER FOR FAMILY EMPOWERMENT, LLC

By: _____

Date

ATTEST:

By: _____