

The Silver Lining Group

896 N. Lexington-Springmill Road Suite 1 Mansfield OH 44906

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made this the 2nd day of May 2016 between the Galion Schools , and The Silver Lining Group (hereinafter the "Contractor," "Silver Lining Group," or "SLG"), witnesseth, that in consideration of the promises, each to the other, herein contained and for good and valuable considerations, it is hereby agreed as follows:

1. Galion Schools agrees to employ the services of the Contractor and Contractor agrees to provide services, not as an employee, whereby the Contractor contracts to perform the hereinafter work according to its own method and to be subject to the control of the Galion Schools only as to the end product or final result of the Contractor's work, not as to the means whereby it is to be accomplished. Galion Schools agrees to employ the services of the Contractor and Contractor agrees to provide services, not as an employee, whereby the Contractor contracts to perform the hereinafter work according to its own method and to be subject to the control of the Galion Schools only as to the end product or final result of the Contractor's work, not as to the means whereby it is to be accomplished.

2. Contractor hereby agrees: to have its compensation outlined in Paragraph 8 paid to it in full and have its income reported on a Form 1099 or similar document, without any deductions or withholdings; to be fully responsible for any and all income tax, worker's compensation, unemployment compensation, and social security obligations without contribution from the Galion Schools .

3. During the term of the Agreement and for a period of twelve (12) months after its expiration or termination; Galion Schools will not either directly or indirectly employ or solicit for employment any person (I) employed by Silver Lining Group (or any of its affiliates) during the term of this agreement and (II) with whom Galion Schools has worked in the course of performance of this Agreement.

4. The Silver Lining Group will carry adequate levels of liability insurance, and shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the Silver Lining Group. Prior to commencing services The Silver Lining Group shall furnish upon request Galion Schools with Certificates of Insurance, as evidence that policies providing the required coverages, conditions and limits required by this contract are in full force and effect. This Agreement is only valid while Contractor maintains adequate insurance. If a policy does expire during the life of this agreement, a renewal certificate must be furnished to Galion Schools fifteen (15) days prior to the expiration date.

5. DUTIES AND RESPONSIBILITIES: The Silver Lining Group agrees to perform the following services:

a. Provide 1:1 ABA Services for _____ at The Silver Lining Group for 6 hours per day/5 days per week through June 2, 2016 following the Silver Lining Group's 2015-2016 Academic Calendar.
(Monday-Friday 9am-3pm) \$8400/month

b. Monthly material fee \$30/month

6. PAYMENT FOR SERVICES: Contractor agrees to invoice Galion Schools for the agreed upon services. It is agreed payment for services will be calculated and submitted to Galion Schools on a monthly basis. Payment for services will be due within 30 days of invoice.

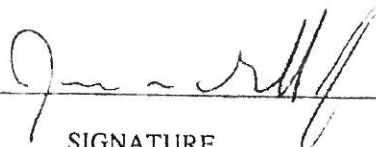
7. TERMINATION OF AGREEMENT. Without cause, SLG and Galion Schools may terminate this agreement at any time upon 30 days' written notice to the other party. If Galion Schools chooses to terminate, SLG will not be required to fulfill payment of services not delivered beyond date of termination of contract. Notwithstanding anything contrary contained in this agreement, SLG may terminate this agreement upon 2 weeks' notice to Galion Schools should any of the following events occur:

1. SLG's decision to terminate its business and liquidate its assets
2. Bankruptcy or chapter 11 reorganization.
3. The merger or consolidation of SLG with another company.

Signatures in agreement:

Galion Schools

BY:

Superintendent  5/13/16
TITLE SIGNATURE DATE

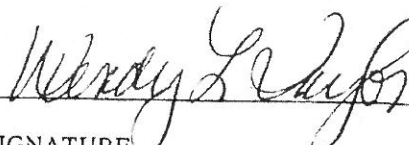
BY:

Special Education  5/13/16
TITLE Coordinator SIGNATURE DATE

BY:

The Silver Lining Group

BY:

Chief Administrative Director  5/13/16
TITLE SIGNATURE DATE