

ATTACHMENT NO. IX-G

ATTACHMENT NO. IX-G: Contract with Behavioral Perspectives

Potential motion: Move to approve the contract with Behavioral Perspectives, DBA Classroom Rescue

Recommended action: Approve the motion

For the 2018-2019 school year, North Boone will require services from an Applied Behavior Consultant that implements the best practices and principles of Applied Behavior Analysis per the Behavior Analyst Certification Board (BACB) to meet student special education needs.

Services have been previously provided by Behavioral Perspectives. Attached are the contracts for this service.



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**Behavioral Consultant Services Agreement**

<b>Date</b>	<b>Services Performed By:</b>	<b>Services Performed For:</b>
August 27, 2018	Behavioral Perspective Inc. D.B.A. Classroom Rescue 3S140 Barkley Ave Warrenville, IL 60555 630-999-0401	North Boone School District 6248 N Boone School Rd, Poplar Grove, IL 61065

This Behavioral Consulting Service Agreement (“Agreement”) between Behavioral Perspective, Inc., an Illinois corporation, (“Consultant”) and North Boone School District (“Client”) is hereby entered into and made effective August 27, 2018. Consultant and Client hereby agree to the terms and conditions set forth below.

**SECTION 1. Services to be Provided**

A. Consultant shall provide to Client the described services (“Services”) authorized in the Service Request Authorization Form (page 4) with regard to Students or Staff referred to BPI from North Boone School District, as identified by administrators. Services provided by Consultant shall adhere to the best practices and principles of Applied Behavior Analysis per the Behavior Analyst Certification Board (BACB) and conform to the direction of Client. Services can be described as those that involve direct contact with client (direct services) and those that do not (indirect services). Both direct and indirect services are critical to producing good treatment. On average, direct services account for 50% or more of total services. Consultant and any of its employees shall collaborate in the provision of services as identified above.

B. Client shall assist Consultant by providing such information, policy, rule, direction and access as Consultant should have the need to know or may reasonably request to enable Consultant to timely perform the service as provided for herein. Client hereby consents to and confirms that Consultant’s employees have Client’s express written permission to utilize the program known as Quality Behavioral Solutions as developed and promulgated by QBS, Inc. Any use of QBS will conform to the standards as set forth by QBS, Inc. and further shall confirm to the policies and procedures of Client to the extent that Client has made Consultant and its employees aware. Consultant’s employees will use QBS only when warranted to ensure the nonviolent resolution to any student’s aggressive, self-injurious and/or maladaptive behavior in order to protect Student, other students and Client’s staff.

C. Pursuant to relevant state and Federal laws, Consultant and its employees acknowledges and confirms its obligation to keep confidential any and all student’s academic and health information that it may learn of or become privy to in the performs of the Services.

## Section 2 Fee Schedule

Services must be pre-authorized. Requests will be confirmed in writing via email.

Service	Rate	Details
Classroom Rescue Core Curriculum (Webinars)	\$297	Per Seat
Classroom Rescue Online Help Center	\$25	Per Month Per Seat
BCBA 1:1 Consultation	\$125	Per Hour
Core Curriculum Live Teacher Group Training	\$250	Per Training Hour
Custom Teacher Group Training	\$400	Per Training Hour
Functional Behavioral Assessment (FBA)	\$2500	Per Student
Behavioral Intervention Plan	\$125	Per Hour
Travel Time	\$50	Per Hour in excess of 30 minutes
Travel Expenses *		

\*North Boone School District agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditures. Expenses incurred by Consultant will be reimbursed by the Client within 15 days of Consultant's proper written request for reimbursement.

## Section 3. Contract Period

A. The Term of this Agreement shall commence on August 27, 2018, and shall continue through and including June 30<sup>th</sup>, 2019. Thereafter, it shall continue in full force and effect from year to year unless either party hereto shall serve written notice of cancellation.

B. This Agreement may be terminated by either party by providing seven (7) days written notice to the other party. Notwithstanding the foregoing, this Agreement may be immediately terminated by either party without prior written notice to the other party for any action or inaction by the non-terminating party based on the safety and well-being of Consultant's employees and/or Student as defined above.

## Section 4. Indemnification

A. Consultant and Client shall each indemnify and hold the other harmless (except to the extent the indemnified party is compensated by insurance) against all losses, claims, damages or liabilities arising out of or based upon damage to property of the indemnified party or bodily injury or death of any employee of the indemnified party, caused by or related to the performance of work under or pursuant to this Agreement, provided that the property damage, personal injury or death does not result from the sole negligence of the indemnified party.

## Section 5. Non-solicitation

A. Client shall not employ or independently contract with, in any capacity whatsoever, any employee, agent or consultant of Consultant whom performed Services pursuant to this Agreement for a period of one year from the termination of this Agreement without the prior written consent of Consultant.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be effective as of the day, month and year first written above.

CLIENT:

North Boone School District

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CONSULTANT:

BEHAVIORAL PERSPECTIVE, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_