

## AGREEMENT FOR CONSULTING AND TRAINING SERVICES

This Agreement for Consulting and Training Services (the "Agreement") is made by and between the Jackson County School District at 4700 Colonel Vickrey Rd. Vancleave, MS 39565 ("School District") (the Customer) located and Chamberlain Counseling Services LLC located at 79321 Diamondhead Dr. East, Diamondhead, MS 39525 (the Consultant). This Agreement is for the 2016-2017 school year and automatically renews each year, unless 70 day written notice of cancellation is provided by either party.

WHEREAS, the School District, which is comprised of several individual schools (the "School" or the "Schools," as appropriate), wishes to utilize the Consultant to provide certain behavior analysis consulting and training services to personnel designated by the School District; and

WHEREAS, the Consultant is willing to provide to the School District such behavior analysis consulting and training services to such designated personnel in accordance with this Agreement;

Customer and Consultant agree as follows:

### 1. SERVICES PROVIDED

- 1.1 Services: Consultant agrees to provide Customer consulting and training services as described on Exhibit A (the *Services*) and at the fees, rates and terms described on Exhibit B (the *Fees*). The parties may amend the Services or Fees provided any charges are agreed upon by both parties, set forth in writing and signed by authorized agents for both parties.
- 1.2 Control of Services. Consultant, in collaboration with Customer, will determine the methods, details, and means of performing the Services. The time and place of the Services shall be agreed upon between the parties. Customer agrees to furnish any facilities, personnel, and equipment necessary to facilitate Consultant's provision of the Services.

### 2. Customer Management

- 2.1 CUSTOMER TRAINING MANAGER. Customer shall designate a training manager for the Services (the *Customer Training Manager*) who shall act as a liaison between Customer and Consultant.

### 3. RECORDS.

- 3.1 Records. Consultant shall maintain complete and accurate services delivery and accounting records to substantiate Consultant's charges and expenses hereunder and Consultant shall retain such records for a period of one (1) year from the date of final payment of the Fees.

4. **PROPRIETARY RIGHTS.**

- 4.1 PROPRIETARY RIGHTS. All Services provided under this Agreement and all materials, products, inventions, works, and deliverables developed or prepared by the Consultant under this Agreement, excluding reports and other written documentation required under the terms of this Agreement, are the property of the Consultant. The Consultant's rights include rights, if any, derived from patents, copyrights, trade secrets and trademarks. The School District shall be granted a non-exclusive, worldwide, perpetual, royalty-free license to use but not to sub-license any of the Consultant's intellectual property developed or prepared under this Agreement; provided that the School District adheres to, and requires all personnel with access to the Consultant's intellectual property to adhere to, all guidelines and codes of ethics in relation to the provision of behavior analysis services as outlined by the Behavior Analyst Certification Board ("BACB").

- 4.2 Rights of School District. All intellectual property owned by the School District shall continue to be owned by the School District.

5. **WARRANTIES.**

- 5.1 Consultant Warranties. Consultant warrants that it and each of its employees assigned to perform Services under this Agreement shall have the appropriate skill, training and background to perform the Services in a competent and professional manner. Each person providing such Services will complete the necessary information for a background check as required by Mississippi law. Consultant warrants that it and each of its employees assigned to perform Services under this Agreement shall have adequate and necessary liability, worker's compensation, health, and accident insurance coverage in effect at all times during which Services are being provided pursuant to the terms of this Agreement.

6. **MISCELLANEOUS.**

- 6.1 Term and Termination. This Agreement shall commence at the later of (i) the beginning of the School District's academic calendar year, including

any summer term at any School, or (ii) the date of execution by both parties and shall terminate at the end of the School academic calendar year, including any summer session provided by any School. Either party may terminate this Agreement for any reason by giving the other party one month prior written notice of its election to so terminate.

- 6.2 Assignment. Either party may assign this Agreement and all of its rights or obligations hereunder upon prior written notification of such assignment to the other party. A sale of substantially all of the assets of a party, merger of a party, or reorganization of a party may constitute an assignment for purposes of this paragraph.
- 6.3 Notices. Any written notice required pursuant to this Agreement shall be made by (i) confirmed facsimile or (ii) certified mail return receipt requested to the party receiving such notice at the address specified below.

If to the School District:

Jackson County School District  
Stewart Hurley, SPED Director  
4700 Colonel Vickrey Rd.  
Vanceleave, MS 39565

If to Consultant

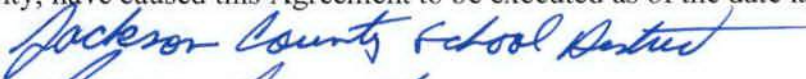

Chamberlain Counseling Services LLC  
c/o Walter Chamberlain  
79321 Diamondhead Dr. East  
Diamondhead, MS 39525  
601-850-8663

- 6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Mississippi.
- 6.5 Modifications. Any changes or modifications to this Agreement shall be binding when made in writing and duly signed by authorized agents of both parties.
- 6.6 Exhibits. Exhibit A and Exhibit B (the "Exhibits") attached hereto are incorporated herein by reference and this Agreement shall be construed in light thereof.
- 6.7 Complete Agreement. This Agreement, together with both Exhibits, sets forth the entire understanding of the parties as to the subject matter and supersedes all prior agreements and understandings between the parties

with respect thereto and may not be modified except in writing executed by authorized agents of both parties.

- 6.8 Non-Solicitation. Unless otherwise mutually agreed to by both parties in writing, each party agrees that it will not hire or solicit the employment of any personnel of the other party during the term of this Agreement and for a period of three (3) months following termination of this Agreement.
- 6.9 Waiver. No Waiver by either party of any condition of or any breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such conditions or of any such breach of any other provision, term, covenant, representation or warranty of this Agreement.
- 6.10 Binding Effect. This Agreement is binding on the School District and on Chamberlain Counseling Services LLC and its successors.
- 6.11 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 6.12 Headings. The headings in this Agreement are inserted for convenience or reference only and are not a part of the Agreement.
- 6.13 Withdrawal. The Consultant reserves the right to withdraw from this agreement in the event that requests or actions from the school district conflict with the ethical standards set forth by the Behavior Analyst Certification Board and/or Mississippi State Board of Licensed Professional Counselors.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have caused this Agreement to be executed as of the date last written below.

  
  
School District

\_\_\_\_\_  
Chamberlain Counseling Services, LLC

\_\_\_\_\_  
By

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

\_\_\_\_\_  
Date

11/4/16

\_\_\_\_\_  
Date

## EXHIBIT A

### AGREEMENT FOR CONSULTING AND TRAINING SERVICES

#### CONSULTING AND TRAINING SERVICES

Upon the request of the School District, the Consultant will provide the Services described below. Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Agreement.

A. Specific Follow-up. Consultant may:

1. design and develop a plan for the implementation training and implementation supervision of designated teachers and school-based educational service providers and, upon completion of such plan, provide a copy of the plan to the School District;
2. provide follow-up implementation training of designated teachers and school-based educational service providers (as determined necessary by the Consultant), which follow-up training shall include supervision by the Consultant of implementation teaching strategies and behavior management techniques in the classroom or other location where the designated student receives educational services from the School District in conjunction with the School Psychologist per "IEP";
3. assist in the design and development of teaching procedures specific to the individualized education program ("IEP") of the designated student;
4. assist in the design and development of teaching procedures specific to a behavior intervention plan ("BIP") specific to IEP goals and objectives as may be determined necessary for the designated student by the Consultant.
5. provide observation of and advice to teachers and school-based educational service providers regarding implementation teaching strategies while such teachers and school-based educational service providers are working directly with the designated student in both group and individual settings;
6. provide implementation monitoring in a designated School as determined appropriate by the School District and the Consultant during the School District's defined school day, including direct observation of a designated student and consultation with teachers and school-based educational service providers who work with such student. Such implementation monitoring shall include providing professional advice and consultation to such teachers and school-based educational service providers regarding effective





implementation practices.

7. provide data review, program design, target selection and material selection relative to educational services to a designated student;
8. meet in person or by phone with IEP Team, and school-based educational service providers of a designated student at the discretion of the School District Training Manager during the 2016-17 and extended school year. Such consultation meetings shall occur at a frequency and duration determined by IEP Team. In an effort to meet state and federal requirements with respect to instructional minutes provided and to preserve the integrity of the school-based educational environment, the Consultant shall have the discretion to determine the amount of time that each designated teacher and school-based educational service provider is required to participate in scheduled consultation meetings and may also provide consultation services to teachers and school-based educational service providers by telephone, electronic mail, or other method mutually determined by the Consultant and the School District.
9. The Consultant shall have the discretion to determine the appropriateness of requested consultations and referrals and will follow service delivery guidelines that are based principally on the best interest of the designated student. When indicated and professionally appropriate, the Consultant will cooperate with other professionals in order to serve the designated student effectively and appropriately. The Consultant will retain the following rights:
  - a. to conduct observation and assessment procedures that will ensure consistency with the responsibility to recommend scientifically supported and effective assessment/treatment procedures;
  - b. to conduct effective treatment and assessment procedures that have been scientifically validated, are in accordance with state and federal laws, and will demonstrate both long-term and short-term benefits to the designated student and to society;
  - c. to acknowledge that the designated student has a right to effective treatment (i.e., treatment based on the research literature and adapted to the individual student, thereby allowing the Consultant to review and appraise likely effects of all alternative treatments, including those provided by other disciplines and no intervention );
  - d. to conduct a Functional Assessment, as defined below, to provide the necessary data to develop an effective behavior change program.



For purposes of this section, Functional Assessment includes a variety of systematic information-gathering activities regarding factors influencing the occurrence of a behavior (e.g., antecedents, consequences, setting events, or establishing operations), including interview, direct observation, and experimental analysis; all of which the Consultant will seek to execute in a timely manner without disregarding scientific and ethical standards.

10. provide the School District with a schedule of implementation supervision once such schedule is established by the Consultant;
11. provide the School District with reports regarding programming recommendations for a designated student during scheduled consultation meetings or more frequently as deemed necessary by the Consultant in collaboration with the School District.



## EXHIBIT B

### AGREEMENT FOR CONSULTING AND TRAINING SERVICES

#### CHARGES

The School District shall pay the Consultant for the Services rendered and the expenses incurred as described below. Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Agreement.

#### I. COMPENSATION TERMS FOR SERVICES RENDERED.

- A. The School District shall pay the Consultant at the hourly rates described below, which hourly rates are commensurate with the qualifications of the provider designated by the Consultant to deliver the Services specified in Exhibit A. The amount shall be pro-rated in one-quarter (.25) hour increments.

<u>Qualifications</u>	<u>Rate Per Hour</u>
BCBA-Masters Level	\$140.00
BCaBA	\$100.00
Registered Behavior Technician (RBT)	\$ 65.00
Educational-Behavioral Consultant	\$ 65.00

The term "BCBA" shall mean a masters level Board Certified Behavior Analyst, and the term "BCaBA" shall mean a Board Certified Associate Behavior Analyst.

- B. The School District shall pay the Consultant at the appropriate rate per hour for each one-quarter (.25) hour of behavioral intervention, program implementation, protocol development, data analysis and graphing, report writing, communication and training services described in Exhibit A.
- C. The School District shall pay the Consultant at the appropriate rate per hour for each one-quarter (.25) hour of data analysis, e-mail support, protocol development, video consultation, IEP development, conference calls, and preparation of reports as described in Exhibit A.

#### II. REIMBURSEMENT FOR EXPENSES INCURRED.

The School District shall be responsible for reimbursing the Consultant for all out-of-pocket costs and expenses incurred in rendering Services, such as long-distance telephone charges and photocopy charges at .10 per copy for Workshop and Consulting Services provided pursuant to this Agreement.

#### III. INVOICES.



All Charges for Services rendered and expenses incurred shall be set forth on an invoice prepared by the Consultant. All payments for such Charges are due and payable within thirty (30) days of receipt of an invoice by the School District. The Consultant shall submit invoices to the School District on a regular and timely basis, which invoice shall describe (i) Services provided, (ii) time cost incurred, (iii) rates applied, (iv) expenses incurred, and (v) total amount due.