

This agreement is between **Boonton Public School District** and The Uncommon Thread and/or representative (**Consultant**) commencing on the 1<sup>st</sup> day of November, 2016.

Whereas, The Uncommon Thread agrees to provide consultative services in the following areas: Board Certified Behavior Analysis Services (Consulting Services), ABA consultation and parent training. Whereas, representatives of, The Uncommon Thread will provide general, ABA Consultation, and parent training.

1. **Boonton Public School District** agrees to compensate The Uncommon Thread as follows:

**See proposal on the last page for agreed upon rates. All other rates, please see below.**

Total additional services will be determined on an as needed basis. Additional services and/or hours can be mutually agreed upon request (see below rate schedule). Proposal of services on last page.

\$35 per hour for Para-Professional  
\$50 per hour for an ABA Consultant/Teacher  
\$90 per hour Behavior Specialist – discounted to \$75  
\$90 per hour for parent training by Behaviorist - discounted to \$75  
\$130 per hour for BCBA – discounted to \$110  
\$130 per hour for parent training by BCBA - discounted to \$110  
\$1,600 for FBA (Functional Behavior Assessment) in one setting  
\$2,200 for FBA (Functional Behavior Assessment) in multiple settings

2. **Boonton Public School District** will provide Consultant access to children, people and documents to fully understand their current environment.
3. **School District and Consultant** will regard all information and documentation obtained during the course of this engagement as privileged and confidential.
4. **Limitation of Liability.** Consultant shall not be responsible for any loss or damage to School District or any third parties caused by the Consultative Services or by performance of this Agreement. IN NO EVENT WILL CONSULTANT, ANY AFFILIATES, OR THEIR RESPECTIVE AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, AND DAMAGES RESULTING FROM LOST DATA OR INTERRUPTION OF SERVICES OR OPERATIONS) ARISING OUT, RESULTING FROM, OR RELATED TO THE USE OF THE CONSULTING SERVICES. THE SERVICES, OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF CONSULTANT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.
5. **Indemnification.**
  - a. School District agrees to defend, indemnify and hold harmless Consultant, its affiliates and their respective officers, directors, employees, agents and other representatives from and against any and all claims, actions, suits, proceedings, demands, judgments, settlements, liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees) of third parties, incurred by or asserted against Consultant and arising out, resulting from, or related to the use of the Consulting Services, the performance or breach of this Agreement, or otherwise.
  - b. Consultant agrees to defend, indemnify and hold harmless School District from and against any and all claims, actions, suits, proceedings, demands, judgments, settlements, liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees) of third parties, incurred by or asserted against School District and arising out, resulting from, the gross negligence of Consultant or the infringement of any intellectual property right of any third party.

1071 Valley Road, Stirling, NJ 07980  
4505

Phone: 908-604-4500

Fax: 908-604-

[www.theuncommonthread.org](http://www.theuncommonthread.org)

6. **Non-solicitation.** The School District agrees that during the term of this agreement and for 1 year following separation, the School District will not directly or indirectly, by or for himself, or as the agent of another:
  - a. In any way solicit or induce or attempt to solicit or induce any clients, employee, officer, representative, consultant or other agent of the Employer (whether such person is presently employed by the Employer or may hereinafter be so employed), to leave the employment or otherwise interfere with the employment relationship between any such person and the Employer;
  - b. In any way disparage the Consultant, its operations, business, Board, officers, management or employees in consideration of the Consultant agreeing not to disparage the School District.
7. **Assignments.** Consultant has the right to assign this agreement to any other entity and can change personnel upon mutual agreement by both parties.
8. **Governing Law.** This Agreement is made under, and shall be governed and construed according to, the laws of the State of New Jersey, exclusive of its conflict of laws principles.
9. **Jurisdiction.**
10. Each party hereby expressly agrees to New Jersey as the sole and exclusive jurisdiction in connection with any action brought to enforce or otherwise relating to this Agreement.

**Entire Agreement.** This Agreement is complete, reflects the entire agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties and agreements have been made by any of the parties hereto except as referred to herein or in such other writings, and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in such other writings.

This Agreement is contingent upon The Uncommon Thread finding and retaining adequate personal to support the district's needs. In the event The Uncommon Thread is unable to find and retain adequate personal, The Uncommon Thread has the right to terminate this Agreement.

This Agreement shall commence on the effective date and shall expire by written notice by either party. In the event of cancellation or termination by School District, School District agrees to compensate Consultant for all work completed prior to the expiration or termination date.

**Accepted:**

**The Uncommon Thread**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Boonton Public School District**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Billing Information**

Contact name: \_\_\_\_\_  
 Billing address: \_\_\_\_\_  
 \_\_\_\_\_

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\_\_\_\_\_  
Email address: \_\_\_\_\_

**Please check here if a P.O. is required.**



## Boonton Public Schools

**Districts Need Assessments:**

1. BCBA 1 day per week for entire school year - oversight & maintenance of two ABA classrooms
2. Behaviorist 1 day per week for four months - Intensive training and classroom set ups

**Project Time Frames:**

November 2016 - June 2017 school year

**1. BCBA 1 day per week for entire school year  
to oversee & provide maintenance of classrooms**

	<u>Rate/Hour</u>	<u>Hrs per Day</u>	<u>Days per week</u>	<u>Weeks</u>	<u>Total Hrs</u>	<u>Cost</u>	<u>Discount</u>	<u>Total Cost</u>
BCBA	\$130	7	1	33	231	\$30,030	\$4,620	\$25,410
	(Discounted to \$110)							

**2. Behaviorist 1 day per week for 4  
months  
intensive training and classroom set up**

	<u>Rate/Hour</u>	<u>Hrs per Day</u>	<u>Days per week</u>	<u>Weeks</u>	<u>Total Hrs</u>	<u>Cost</u>	<u>Discount</u>	<u>Total Cost</u>
Behaviorist	\$90	7	1	16	112	\$10,080	\$1,680	\$8,400
	(Discounted to \$75)							

<b><u>Total Cost</u></b>	<b><u>Discount</u></b>	<b><u>Final Cost</u></b>
<b>\$40,110</b>	<b>\$6,300</b>	<b>\$33,810</b>

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