

Kelly Brock

Behavioral Transformations Licensed Applied Behavior Analysis Services, PLLC

35 Revere Rd

Queensbury, NY 12804

Phone: 518-605-3146

Kellybrock31@gmail.com

**Behavioral & Educational
Consultant Contract
2020-2021 School Year**

It is hereby agreed that Kelly Brock ("Consultant"), residing at 35 Revere Road, Queensbury, NY 12804 and Averill Park Central School District ("School District"), located at 146 Gettle Rd-St 1, Averill Park, NY 12018 that the aforementioned parties desire to enter into a services Agreement (the "Agreement") pursuant to the following terms:

Term: January 8, 2021 to June 30, 2021, academic school year

General Terms and Conditions

1. Description of services to be provided; Support Services for individuals with disabilities and/or social/emotional, cognitive, and/or behavioral challenges. Support for general and special education students and faculty.
 - a. Implementation of specific assessments focusing on educational, behavioral, and social challenges of individual with disabilities for the purpose of developing an effective, least restrictive educational environment. The information gathered to develop support plans will mainly be completed through direct observations and interactions with individuals within the school setting. Indirect assessments will also be utilized as needed. All assessments will include a written report and recommendations.
 - b. Consultant will be available not only through direct interaction, but also via email and phone. Additionally, the Consultant is available for crisis consulting, as needed, and at the request of the School District.
 - c. Consultant will assist in the development and implementation of programmatic, data driven, behavioral supports, academic supports, social supports and other topics as identified by the School District.
 - d. Consultant will provide training for professional and paraprofessional members of the school team, and other settings as determined by the School District.
 - e. If requested by the School District, Consultant will work directly with families of individuals served under this agreement in a manner similar to that of the educational staff.
 - f. All Services provided are in accordance with the student's IEP and Special Education Law.
 - g. Additionally, services outside the above listed areas (e.g. impartial hearing) are rendered at any additional fee that is discussed at time of consultation for those services.
2. All parties agree that the relationship between the Consultant and School District shall at all times be considered that of an independent contractor. The Consultant will comply with the policies, standards, regulations of the School District, and shall perform the duties assigned professionally, faithfully, intelligently,

to the best of their ability, within the scope of Consultants certification/license/training/education, and in the best interest of the student(s).

3. In providing the support services described above, Consultant shall comply with all legal requirements, New York State and Federal Laws and regulations, including but not limited to, the provisions of the Part 200 Regulations of the Commissioner of Education and the Family Educational Rights and Privacy Act with respect to confidentiality of the assessments and services performed on behalf of the School District, students, parents and district staff members. This agreement and work product shall be performed in accordance with the laws of the State of New York.
4. Consultant agrees to keep confidential all reports and records of students and their families, in compliance with federal and state law dealing with the confidentiality of educational/medical records.
5. Compensation. School District shall pay Consultant \$115/per hour for services rendered. Consultant will submit an invoice monthly to School District upon completion of work.
6. Consultant will maintain professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00 to cover any and all work provided by Consultant in the course of her performance of this Agreement. Consultant will provide the School District with a copy of her professional liability insurance policy or a summary statement of coverage from the Consultant's insurance carrier.
7. This Agreement may be terminated by the School District upon thirty (30) days written notice to Consultant or by Consultant upon thirty (30) days written notice to School District. This agreement may also be terminated immediately, at any time, upon the mutual written agreement of the School District and Consultant.
8. This Agreement may not be assigned by either party without the written consent of both parties.

The Undersigned, intending to be legally bound, do hereby affix their signatures:

For Consultant:



Kelly Brock, M.S.Ed. BCBA, LBA
Consultant

1/25/2021
Date

For School District:

James Franchini, Ed.D
Superintendent of Schools

Date