

Consulting Agreement

Nome Public Schools with Exceptional Communities for Exceptional Children

This Agreement states the terms and conditions that govern the contractual agreement between Exceptional Communities for Exceptional Children and Nome Public Schools, which agrees to be bound by this Agreement.

In consideration of the mutual promises made by the parties, each party agrees as follows:

1. Term

This agreement will commence on 08/01/2026 and will continue through the 2026-2027 school year, with options to extend based on mutual agreement and performance reviews.

2. Scope of Consulting Services

The consultant shall provide services exclusively to students with a documented educational diagnosis of Autism Spectrum Disorder (ASD) as indicated in their Evaluation Summary and Eligibility Review (ESER) and Individualized Education Program (IEP). The only exception to this will take place when the consultant collaborates with the District's school psychologist to assist with direct observations and assessments for students with parental consent for ASD-specific evaluation measures. The consultant shall not provide services to students without an ASD diagnosis on their ESER & IEP, including those with behavioral or social/emotional needs unaccompanied by an autism classification.

The Consultant reports directly to the District's Special Education Director, ensuring alignment with district policies and supervision structures. The Consultant agrees to provide specialized expertise and consulting in Autism Spectrum Disorder (ASD), including but not limited to:

- Conducting autism-focused assessments and evaluations of students with ASD to tailor support strategies.
- Supporting school teams in behavior intervention planning for students with ASD by providing training and coaching on implementation, without responsibility for plan development or oversight.
- Coaching and modeling effective strategies to school staff to promote positive behavior for students with ASD.
- Designing social-emotional support materials for students with ASD (visual schedules, social stories, task analyses, job aids) to facilitate communication and learning consistent with individualized goals.
- Conducting system analysis among classrooms with students with ASD, providing support to



teachers in creating inclusive, efficient classrooms with predictable routines and expectations.

- Reviewing data and progress monitoring systems for students with ASD and teams that supports those students, to drive objective, data-based decision making.
- Delivering professional development workshops for staff and parents focused on evidence-based autism supports grounded in ABA principles, emphasizing pragmatic and measurable outcomes.

These services will be delivered via a hybrid model:

- Remote Support: Regular video conferences, phone consultations, and email correspondence for updates, coaching, and consultations with students, teachers, families, and district staff.
- In-Person Services: Scheduled on-site visits for direct observations, assessments, and in-person professional development. On-site visits will occur once per semester or as otherwise needed, with the schedule agreed upon by both parties.

The Consultant holds credentials as a Board Certified Behavior Analyst (BCBA), Alaska Licensed Behavior Analyst (LBA), and Alaska Special Education (K-12) & Elementary Education (K-6) Teaching Licenses. Notwithstanding these credentials, the Consultant's role under this agreement is strictly limited to providing autism consulting services exclusively. The Autism Consultant's services are intended strictly for consultative, coaching, and training purposes, and shall not serve as a substitute for a school-based BCBA, Special Education Teacher, or General Education teacher.

The Consultant shall not:

- Provide direct special education instruction or fulfill instructional minutes mandated by students' Individualized Education Programs (IEPs), notwithstanding holding a teaching license.
- Develop, write, or be held responsible for IEPs, progress reports, Functional Behavioral Assessments (FBAs), or Behavior Intervention Plans (BIPs), notwithstanding holding a behavior analyst license. The Consultant may offer feedback or recommendations to support the development of these documents, but all final responsibility remains with school staff.
- Bill Medicaid or any third-party payers in connection with services rendered to the district.

3. Compensation

The Client agrees to pay the Consultant \$85 per hour. The Consultant retains sole discretion over the scheduling and number of billed hours. This rate adjustment aligns with current market standards, as evidenced by industry compensation data provided by reputable sources such as the [Behavior Analyst Certification Board \(BACB\)](#) and the [Association of Professional Behavior Analysts \(APBA\)](#).

Invoices will be submitted on a biweekly basis and are due within 30 days of receipt. Late payments are subject to a 5% late fee if unpaid after 35 days.

Travel Expenses: The Client will cover all travel expenses, including but not limited to airfare, lodging, meals (at district per diem rates), and ground transportation for in-person visits. Reimbursements for



travel will be provided within 30 days of submission of receipts.

4. Travel for In-Person Work

In-person services will be scheduled as needed, with visits occurring once per semester (twice per year), with opportunities for additional times mutually agreed upon. The Client will cover all necessary travel expenses and arrange for any accommodations required for onsite consultations, ensuring comprehensive arrangements for the Consultant's in-person visits, including:

- Both parties agree to a minimum notice period of 21 calendar days for scheduling or rescheduling in-person visits.
- Full reimbursement for flights to and from Nome
- Lodging accommodations or full reimbursement for lodging expenses at [Dredge 7 Inn](#) for the duration of the trip.
- Arranging transportation to and from the site, or reimbursement for ground transportation expenses, including taxis or ride-share services.
- Guaranteed access to necessary district facilities, classrooms, internet connectivity, and student files or other documents required for effective consultation and service provision.
- If Nome School District cancels or reschedules an on-site visit with fewer than 14 days' notice, the Consultant shall be reimbursed for any non-refundable travel expenses incurred.

Protection and Training for Unsafe/Overly-Adaptive Behaviors

- The Consultant shall not engage in any physical student holds, restraints, or physical crisis interventions utilizing crisis management protocols (such as Crisis Prevention Intervention or MANDT). The Consultant's role shall strictly remain consultative and instructional, without responsibility or liability for physically intervening in escalated student behaviors. The District understands and explicitly agrees that the Consultant shall not be legally responsible or liable for maintaining physical safety or performing physical interventions involving student holds. Such interventions shall be exclusively managed by appropriately trained district personnel.

The Client agrees to coordinate all logistics to facilitate efficient and productive consultations, providing all necessary cooperation, connectivity, data, and support resources for effective service delivery.

5. Intellectual Property Rights in Work Product

The Consultant retains exclusive intellectual property rights to all materials created under this agreement. The Nome School District is granted a non-transferable, non-exclusive license to use these materials for educational purposes only within the district. Any external or commercial use requires written permission from the Consultant.

The Consultant shall hold exclusive intellectual property rights to all work products created by the Consultant during the course of this Agreement. This includes but is not limited to:



- Visual aids, social stories, lesson plans, and manipulatives were developed to enhance the educational experience of students with ASD.
- Any digital or printed materials produced as part of staff training and professional development programs.

6. Confidentiality

The Consultant agrees to maintain confidentiality regarding all student, family, and district information. This includes, but is not limited to, educational records, medical histories, behavior plans, and assessments. The Consultant shall not disclose any confidential information to third parties unless required by law or authorized by the Client in writing.

The Consultant agrees to maintain confidentiality regarding all student, family, and district information, except when such information is shared for the purpose of professional collaboration, consultation, or educational activities. The Consultant may discuss student cases with mentors, colleagues, and students within the University of Alaska Anchorage ([UAA CBAI cohort](#)) to facilitate professional growth, supervision requirements, and consultation best practices. The consultant is to serve as a resource to future capacity-building efforts for 2 years, taking the form of supervising other students pursuing certification, providing training and information at relevant events, and/or participating in the evaluation of BCBA service provision in Alaska. The Consultant shall not disclose confidential information to third parties outside of these parameters unless required by law or explicitly authorized by the Client in writing.

7. Termination Clause

The Consultant may terminate this Agreement at any time by providing written notice to the Client. Consultant's termination will take effect immediately or on a mutually agreed date. If the Client wishes to terminate the Agreement prior to the expiration of the agreed term, the Client agrees to compensate the Consultant for all unfulfilled contracted services through the originally agreed end date. This compensation ("buyout") shall equal 25% of the total remaining contract value (totaling 10 hours per week for the remainder of the school year), payable within 30 days of termination notice. Termination by the Client without the agreed buyout payment constitutes a material breach of contract. The Consultant will be compensated for all services and reimbursable expenses rendered prior to the effective termination date. The Consultant is not obligated to continue providing services following termination and will cooperate with the Client to ensure an orderly transition of services.

8. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

9. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in



accordance with the laws of the State of Alaska and subject to the exclusive jurisdiction of the federal and state courts located in Alaska.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Exceptional Communities for Exceptional Children

Eleanor Vertel, Autism Consultant

Date

Nome Public Schools, Special Education Department

Mary Donaldson, Special Education Director

Date

Nome Public Schools, Superintendent

Jamie Burgess, Superintendent

Date

