

Sheet 2
CONTRACTUAL AGREEMENT BETWEEN
ABLE, LLC. AND SPRAGUE PUBLIC SCHOOLS

This is a contractual agreement between ABLE, LLC, 56 Old Black Point Rd, Niantic CT and Sprague Public Schools, 25 Scotland Road, Baltic, CT, 06330, for the provision of services of an ABA therapist for 7 hours per day up to 182 school days and a Board Certified Behavior Analyst (BCBA) / Special Education Supervisor 4 days weekly.

Terms of Contract:

I. This agreement shall remain in effect from August 30th, 2017 to June 13, 2018

II. Company shall pay ABLE the following Fees for Services:

Up to 7 hours per day by a Behavior interventionist for 182 school days at a discounted rate of \$50, previously \$110 per hour.	1274 hours	\$63,700.00
Up to 7 hours per day for 4 days weekly of Supervision services at the rate of \$140, previously \$210 per hour.	146 days 1022 hours	\$143, 080.00
CONTRACT TOTAL:		\$206,780.00

I. ABLE, Inc. will provide an accounting of services delivered to Sprague Public Schools on a monthly basis.

- II. ABLE shall provide the following services:
- Development of school within a school program
 - BCBA services
 - Special education supervision
 - Instructor training and support

III. Either party may terminate this agreement at any time during the agreed term given written notice of 15 calendar days to the other party. Upon termination, ABLE shall be compensated for Services rendered through the effective date of termination.

III. Payment. The fee shall be paid in monthly installments. Payment to ABLE shall be made without any withholdings. Any payment delayed more than seven (7) calendar days shall be considered a late payment. Company shall be charged a late fee of 1.5% of the late payment for every seven (7) days that payment is not made.

IV. Attorneys' Fees. If ABLE brings any legal action to enforce this agreement or a collection proceeding of any kind is initiated by ABLE, then ABLE shall recover its costs and reasonable attorneys' fees. This section shall survive termination of this Agreement.

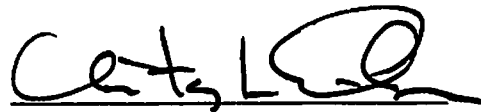
IV. Indemnification. ABLE and Company each agree to indemnify, defend and hold the other harmless from and against any claims, damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees and related costs) arising out of their willful or negligent acts or omissions and of their respective employees, agents or contractors.

- V. **Assignment:** This Agreement may not be assigned by the Company without the prior written consent of ABLE.
- VI. **Confidentiality:** Both Parties may disclose the existence of this Agreement, but shall keep the terms and conditions of this Agreement confidential.
- VII. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the parties hereto.
- VIII. **Mediation and Arbitration.** Company and Consultant agree to submit any disagreement or dispute to non-binding mediation prior to any request for arbitration.
- IX. **No Solicitation.** Company agrees that during the term of this Agreement, and for one (1) year after the termination of this Agreement, for whatever reason, Company agrees not to solicit or in any manner attempt to influence or induce any employee of ABLE to leave the employment of ABLE. Company agrees under no circumstance to solicit, directly or indirectly, any employee, vendor or consultant to terminate his or her employment or contract with ABLE, unless specifically agreed in writing by ABLE prior to such termination.
- X. **Insurance.** Company will obtain, at its own expense, comprehensive General Liability insurance coverage for projects covered by this Agreement and covering ABLE's personnel for providing services on the premises. Company shall provide a copy of the binder, the policy or the certificate of insurance to ABLE upon request.



Monica Santos, M.Ed., BCBA
Founder, ABLE

Date: April 19, 2017



Christopher Eichner
Board of Education
Sprague Public Schools

Date: 4/19/17