

Applied Behavior Analysis Services Agreement – 2026–2027 School Year

This Contract Agreement ("Agreement") is made and entered into on this 12th day of August 2026 ("Effective Date"), by and between:

Shawnee Public Schools

Address: 326 N Union Ave

City: Shawnee

State: Oklahoma

Zip Code: 74801

("School")

and

YOU Matter Behavior Support Services

Address: 6 NE 63rd Ste 110

City: Oklahoma City

State: Oklahoma

Zip Code: 73105

("Provider")

(collectively referred to as "Parties").

WHEREAS, Shawnee Public Schools desires to engage the services of an Applied Behavior Analysis (ABA) provider for the 2026–2027 school year; and

WHEREAS, Provider represents that it possesses the necessary qualifications, experience, and expertise to provide ABA services to the students of Shawnee Public Schools;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Services

1.1 Provider shall deliver Applied Behavior Analysis (ABA) services, which may include direct intervention with students, supervision of Registered Behavior Technicians (RBTs), Functional Behavior Assessments (FBAs), Behavior Intervention Plans (BIPs), staff training, consultation with school personnel, parent collaboration, data collection, and participation in IEP/504 meetings as requested by the School.

1.2 All services shall conform to the Behavior Analyst Certification Board (BACB) Professional and Ethical Compliance Code, federal/state regulations, and best practices in the field of ABA.

1.3 School shall designate a primary point of contact who will coordinate service requests, scheduling, and approval of hours.

1.4 Provider shall submit written reports of student progress at least quarterly or as required by IEPs.

2. Term

2.1 This Agreement shall commence on the Effective Date and continue through the end of the **2026-2027** academic year unless terminated earlier as provided herein.

2.2 This Agreement shall automatically renew for successive one-year terms unless either Party provides written notice of non-renewal at least **sixty (60) days** before the end of the current term.

3. Compensation

3.1 School shall compensate Provider at a rate of **\$165.50 per hour** for direct and indirect ABA services.

3.2 Billable services include, but are not limited to: direct intervention, consultation, supervision, assessments, report writing, IEP participation, staff training, and reasonable travel time if travel outside of the School is requested. Mileage may be reimbursed at the IRS-approved rate unless otherwise agreed.

3.3 Provider shall submit invoices monthly. Payment shall be due within **thirty (30) days** of receipt.

3.4 Late payments beyond thirty (30) days shall accrue interest at **1.5% per month** or the maximum allowed by law, whichever is lower.

3.5 Provider may request an annual rate adjustment aligned with the **Consumer Price Index (CPI)** or mutually agreed upon cost-of-living increases.

4. Termination

4.1 Termination Without Cause. Either Party may terminate this Agreement without cause by providing at least sixty (60) days' prior written notice.

4.2 Termination With Cause. Either Party may terminate this Agreement immediately if the other Party materially breaches the Agreement and fails to cure such breach within fifteen (15) days of written notice, engages in fraud or misconduct, or becomes insolvent.

4.3 Compensation. Upon termination, Provider shall receive payment for all services rendered through the effective termination date, including scheduled sessions cancelled with less than two (2) weeks' notice.

4.4 Early Termination by School. If the School terminates this Agreement without cause mid-year, the School shall pay an early termination fee equal to one (1) month of average service hours, based on the prior three months of invoices.

4.5 Transition. Parties agree to cooperate to ensure smooth transition of services for students, including transfer of records, consistent with FERPA and HIPAA.

5. Confidentiality

5.1 Provider shall maintain confidentiality of all student information in compliance with **FERPA, HIPAA, IDEA, and applicable Oklahoma privacy laws.**

5.2 School shall obtain necessary parental consents for Provider to access student records.

5.3 All data transfers shall use secure methods (encrypted email, locked files, secure cloud systems).

6. Indemnification

6.1 Each Party shall indemnify, defend, and hold harmless the other Party, its officers, employees, and agents from any claims, damages, or expenses caused by the negligence or willful misconduct of the indemnifying Party.

7. Insurance

7.1 Provider shall maintain professional liability insurance with limits of at least **\$1,000,000 per occurrence / \$3,000,000 aggregate**, as well as general liability and workers' compensation coverage as required by law.

7.2 School shall maintain liability coverage for incidents arising from its facilities, staff, or students.

8. Dispute Resolution

8.1 The Parties shall first attempt to resolve disputes in good faith through informal discussions.

8.2 If unresolved, the Parties agree to **non-binding mediation** in Oklahoma County prior to litigation.

8.3 Venue for any legal action shall be the state or federal courts located in Oklahoma County, Oklahoma.

9. Independent Contractor Status

9.1 Provider is an independent contractor and not an employee of the School. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture.

10. Background Checks / Compliance

10.1 Provider shall ensure that all personnel assigned to provide services have completed required background checks, licensing, and compliance obligations in accordance with School policy and applicable law.

11. Force Majeure

11.1 Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure is due to events beyond its reasonable control, including natural disasters, pandemics, government orders, or other unforeseeable circumstances.

12. Non-Solicitation / Non-Interference

12.1 During the term of this Agreement and for **twelve (12) months** following termination, School agrees not to solicit or hire Provider's employees or contractors directly without Provider's prior written consent.

13. Severability & Survival

13.1 If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force. Confidentiality, indemnification, payment, and dispute resolution obligations shall survive termination.

14. Governing Law

14.1 This Agreement shall be governed by the laws of the State of Oklahoma, without regard to conflict of law provisions.

15. Entire Agreement

15.1 This Agreement, including any Exhibits or Addenda, constitutes the entire understanding of the Parties. Any amendments must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract Agreement as of the Effective Date.

Allyson Cleveland

Shawnee Public Schools

Authorized Signatory

Date: _____

Jasmine Misner

Jasmine Misner, MA, BCBA, LBA

Authorized Signatory

YOU Matter Behavior Support Services

Date: August 20, 2026