

BCBA CONSULTING CONTRACT

This Independent BCBA Services Agreement (“Agreement”) is entered into by and between Up North Learning Center (UNLC) (ISD #6099) (“School District”) and Heather Miller, BCBA (1-18-51502), MN LBA (LBA0062) (“Contractor”).

Contact Information

Contractor Contact Information:

- Name: Heather Miller
- Email: heatherabacontracting@gmail.com
- Phone: 612-499-2816

School District Contact Information:

- Name: Dawn Casteel
 - Principal - Up North Learning Center
- Email: dawncasteel@whaschools.org
- Phone: 218-547-6525

Contract Period: 2026–2027 School Year

1. Purpose

The School District contracts with the Contractor to provide Board Certified Behavior Analyst (BCBA) consultation and behavioral support services for students receiving special education services at UNLC.

2. Services

Services may include, as requested and appropriate:

- Consultation with teachers, administrators, related-service providers, and other educational staff.
- Functional Behavior Assessments (FBAs).
- Development, review, and revision of Behavior Intervention Plans (BIPs).
- Observation and analysis of student behavior.
- Development and monitoring of behavior data-collection systems.
- Consultation regarding implementation of behavior supports and interventions.
- Participation in IEP meetings and other student-support meetings when requested.
- Staff training and professional development related to behavior and trauma-responsive practices.

- Review of behavioral data and recommendations for instructional and environmental supports.
- Written recommendations, reports, and other documentation reasonably necessary to support student programming.

The Contractor will work collaboratively with UNLC staff and will provide services consistent with student IEPs, applicable special education requirements, professional standards, and school policies.

3. Compensation

The School District will compensate the Contractor at the rate of **\$105.00 per hour** for approved BCBA services.

Billable time may include direct consultation, student observation, assessment, report writing, data analysis, IEP/behavior meetings, staff consultation, and other services specifically authorized by the School District.

The Contractor must obtain prior written approval from the UNLC administrator before providing services that will result in more than 16 hours per week or exceed \$8,400.00 per month.

The Contractor will submit an itemized invoice monthly showing the date, service provided, student/program when appropriate, and total hours worked.

Payment will be made according to the School District's standard accounts-payable procedures.

4. Travel

Travel Expenses:

- Included in the hourly rate
- **[X] Reimbursed at the applicable IRS mileage rate with prior approval**

☐ Included in the hourly rate

X Reimbursed at the applicable IRS mileage rate with prior approval

Travel Time:

- Not billable
- Billable at 50% of the contracted hourly rate with prior approval

☐ Not billable

☐ Billable at 50% of the contracted hourly rate with prior approval

5. Confidentiality

The Contractor agrees to maintain the confidentiality of all student, family, employee, and School District information and to comply with applicable requirements under FERPA, IDEA, Minnesota data practices law, and School District policies.

The Contractor will access only the student information necessary to perform contracted services and will not disclose confidential information except as permitted or required by law.

6. Licensure and Certification

The Contractor represents that they maintain current Board Certified Behavior Analyst (BCBA) certification and any other credentials or professional requirements necessary to perform the services described in this Agreement.

The Contractor will notify the School District immediately of any change in certification, licensure, or professional standing that could affect the Contractor's ability to provide services.

- Board Certified Behavior Analyst (BCBA: 1-18-31502) – Current
- Maryland Licensed Behavior Analyst (LBA: LBA1566) – Current
- Minnesota Licensed Behavior Analyst (LBA: LBA0062) – Current

7. Independent Contractor Status

The Contractor is an independent contractor and is not an employee of the School District. The Contractor is responsible for applicable taxes, insurance, professional expenses, and other obligations associated with independent contractor status.

Nothing in this Agreement creates an employer-employee relationship, partnership, or joint venture between the parties.

8. Insurance and Background Requirements

The Contractor will maintain appropriate professional liability insurance and any other insurance required by the School District.

The Contractor agrees to complete all background checks, credential verification, confidentiality agreements, and other requirements applicable to contractors providing services in a school setting.

Liability Insurance:

- **Policy Number:** AR380957
- **Insurer:** Philadelphia Indemnity Insurance Company
- **Insured's Name and Mailing Address:** Heather Miller, PO Box 1, Lake George, MN 56458
- **Administered by:** CPH & Associates
- **Affiliation:** NSP
- **Professional Occupation:** Board Certified Assistant Behavior Analyst
- **Coverage Term:** From 11/01/2025 to 11/01/2026 at 12:01 A.M. Standard Time at the Insured's Mailing Address shown above.

9. Termination

Either party may terminate this Agreement with 30 days' written notice.

The School District may terminate the Agreement immediately for cause, including breach of confidentiality, loss of required certification, failure to comply with applicable law or School District policy, or conduct that creates a significant concern for student safety.

The School District will compensate the Contractor for approved services satisfactorily performed through the effective date of termination.

10. No Guarantee of Hours

This Agreement does not guarantee a minimum number of hours. Services will be provided based on student needs, IEP requirements, program needs, and authorization by the School District.

11. Entire Agreement

This Agreement represents the complete understanding between the parties regarding the services described herein. Any amendments must be made in writing and signed by both parties.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

School District Representative:

Name/Title

Date

Contractor:

Heather Miller

Date