

**Contract by and Between  
Frisco Independent School District  
And  
Bayes Achievement Center, Inc.**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of June 2026, by and between **Bayes Achievement Center, Inc.** ("Contractor"), a Texas corporation, and **Frisco Independent School District** ("School District"), for the provision of specialized educational residential services to [REDACTED] ("Student").

**RECITALS**

WHEREAS, Contractor provides specialized educational residential services to students with disabilities;

WHEREAS, School District desires to contract with Contractor to obtain specialized educational residential services for Student;

WHEREAS, this Agreement sets forth the terms and conditions governing the provision of specialized educational residential services to Student.

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, including the provision of specialized educational residential services, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. OBLIGATIONS OF CONTRACTOR**

A. Services - Contractor agrees to provide Student with the specialized facilities and personnel necessary to supply Student with the following services according to a mutually agreed upon Individual Education Plan ("IEP") and other plans of care:

1. Residential Services that include 24-hour supervision, mental health services, food, and lodging. Contractor will coordinate appointments for medical care.
2. Behavior Programming
3. Educational Services
4. Related Services:
  - Music Therapy
  - Psychological Services
  - Speech Therapy
5. Transition Services, including in-home parent training and teacher/staff training, mileage and per diem fees, are billed separately and are not considered part of this agreement.

These services outlined in this contract will be provided without cost or charge to parents, guardians, surrogate or adult students.

B. Reports of Abuse and Neglect. Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law.

C. Criminal History Clearances. Contractor warrants that it has obtained criminal history record information on its employees. If an employee of the Contractor has a criminal history relevant to his or her employment then the Contractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with disabilities served by the Contractor.

D. Access to records. Contractor agrees to allow the School District access to all educationally related records of the Student and other relevant information concerning services provided to Student, maintained by Contractor, as allowed under applicable law. Contractor will maintain its records and accounts for a minimum of seven years after the termination of services. Contractor shall provide periodic reports to the School District including:

- Report Cards
- Progress Reports
- IEP Updates
- Copies of Emergency Behavior Intervention Reports
- Treatment Plan Reviews

The Contractor will furnish to the School District any necessary reports that the School District requires to comply with applicable laws, rules, and regulations of the State of Texas and Texas State Board of Education and in order to comply with all applicable federal statutes, regulations and executive orders.

## II. OBLIGATIONS OF SCHOOL DISTRICT

### A. Payment

School District will pay Contractor for all services covered by this contract reflected in **Exhibit A** to the contract. Any changes or amendment made to the Services covered by this Contract must be agreed to in writing by Contractor and School District and may result in additional amounts being due and owing Contractor under this Agreement. This sum shall be payable within thirty (30) days of receipt of a monthly invoice. Should payment(s) not be made when due, interest will be added at a rate that is allowed by the Texas Government Code, Subchapter B, Chapter 2251.025, calculated on the past-due balance and the number of days past due. Failure to pay without cause constitutes a material breach of contract which may result in termination of the contract and/or in initiation of collection procedures.

### B. Evaluation, Plans and Meetings

The School District maintains oversight and responsibility for:

1. Conducting IEP meetings, supplying all necessary paperwork for the IEP meeting and completing all appropriate invitations and notices. A member of Contractor's staff with relevant knowledge of Student, Student's present levels, and Student progress will attend IEP meetings upon request by School District at no additional cost to School District.
2. Individual Education Plans - To be furnished by the School District IEP committee.
3. Annual re-evaluation of appropriateness of the instructional agreement.
4. Psychological evaluation reports and/or evaluations concerning other related services.
5. Full and Individual Evaluations and reevaluations.
6. Coordinating and conducting all testing as mandated by state and federal regulation on the Contractor's campus including sending district personnel for proctoring.

## III. CONSENT AND CONFIDENTIALITY

Student records are confidential. Contractor agrees not to release student information to third parties without the written authorization of parents, guardian, legally authorized representative or adult student, except in a medical emergency, pursuant to a lawful judicial order, or another valid legal exception to parental consent requirements as described by the Family Education Rights and Privacy Act, its implementing regulations, and related federal agency guidance.

Contractor agrees to maintain student records in compliance with state and federal laws relating to the security and retention of educational and medical records. Contractor agrees to institute appropriate procedures for safeguarding protected information of students.

Pursuant to the Family Educational Rights and Privacy Act, School District designates Contractor as a School District official with a legitimate education interest in the records of the student to the extent that access is required to provide the services under the Contract

Except as otherwise required by law, medical records will not be released to the School District without the consent of the parent, guardian, legally authorized representative, or adult student.

## IV. TERM AND TERMINATION

- A. **Term.** The term of this Agreement is **08/01/2026 to 7/31/2027**.
- B. **Immediate Termination.** Contractor may terminate this Agreement immediately if Contractor has cause to believe that termination of the Agreement is in the best interests of the health and safety of Student served under this Agreement or the staff. The School District may terminate this Agreement immediately if the Contractor is not approved through the Texas Education Agency's Non-Public School review process or if School District has cause to believe that termination of the Agreement is in the best interests of the health and safety of Student served under this Agreement.
- C. **Termination Upon Default.** Either party may terminate this Agreement after five (5) days written notice if the other party is in default of any of the provisions herein.
- D. **Termination without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

- E. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.
- F. **Dispute Resolution.** In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, the parties agree to first attempt mediation prior to initiating formal legal action against the other party. Notwithstanding anything to the contrary, by entering into the Agreement, nothing herein is intended to waive or limit the governmental immunity provided under law to School District.
- G. **Pro-Ration upon Termination.** In the event that the Contract is terminated prior to the end of the term specified herein or the student remains at the facility following termination of the Contract due to action of School District, the fees and charges provided in **Exhibit A** will be pro-rated to the date of discharge.
- H. **Student Absence.** If the student temporarily leaves the residential facility and the Contractor is required to hold the student's placement at the request of School District, School District is required to pay the residential fees as though the student is at the facility.
- I. **Student Hospitalization.** In the event Student leaves the Contractor's facility for outside medical treatment and Contractor's personnel provide supervision or services to Student outside of Contractor's facility, the School District agrees to reimburse reasonable expenses that Contractor incurs above costs typically incurred when Student is in Contractor's facility, including but not limited to reasonable personnel charges for supervision, transportation expenses, lodging, and meals. If Student leaves Contractor's facility for medical reasons and is unable to return within 7 days or is otherwise medically fragile, Contractor may immediately discharge Student and shall provide written notice of such discharge to School District. If Contractor provides services after discharge due to Student not being removed from Contractor's care based on the action of School District, School District is responsible for payment of all services, including residential fees and additional fees described herein, during any holdover period. Once Student is able to return to Contractor's facility, Contractor will consider re-enrolling Student subject to space availability.

## V. MISCELLANEOUS

- A. **Nondiscrimination.** Contractor agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder.
- B. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of the parties.
- C. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral, including any prior agreements between the parties respecting the subject matter herein.
- D. **Governing Law and Venue.** This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and exclusive venue shall lie in the state courts of proper jurisdiction in the county of the defending party, Texas.
- E. **Notices.** Any required notice pursuant hereto shall be given in writing and shall be sent by (a) personal delivery; or (b) expedited delivery service with proof of delivery; or (c) postage prepaid, by certified mail, return receipt requested, (d) facsimile transmission with proof of transmission, to School District or Contractor at the address below, or (e) via email to address listed below. The notice shall be effective on the date of delivery indicated on the applicable delivery receipt.

If to the Contractor:

Bayes Achievement Center, Inc.  
7517 Highway 75 South  
Huntsville, Texas 77340  
Facsimile: (936) 293-3982  
Email: cjoy@bayescenter.com

If to the School District:

Jason M. Ellis, Assistant Director  
Specialized Learning Services  
Frisco Independent School District  
5515 Ohio Drive  
Frisco, Texas 75035  
Email: ellisj@friscoisd.org

- F. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
- G. **Fees and Expenses.** In the event of any controversy, claim, or dispute between Contractor and School District affecting or relating to the transaction contemplated by or the performance of the rights and obligations of the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, attorneys' fees, accountants' fees, consultants' and expert fees, court costs, and interest as allowed by applicable law.
- H. **Further Assurances.** The Parties to this Agreement agree to execute any further documents necessary to effectuate the intent and purposes of this Agreement.
- I. **Counterparts.** This Agreement may be executed in multiple identical counterparts or with detachable signature pages and shall constitute one and the same agreement, binding upon all Parties hereto. The Parties further agree that copies of this Agreement, including any portable document file (.pdf) copies with signatures, shall be binding and treated as an original agreement.
- J. **School District Services Agreements.** To the extent of any conflicts between the terms, conditions and/or provisions contained in this Agreement and any separate services agreement required by the School District for the provision of the specialized educational residential services, this agreement shall control.
- K. **INDEMNITY PROVISIONS:** Contractor shall not be held and is not responsible for and does not indemnify any School District, its trustees, administrators, teachers, employees, officers, agents, representatives and assigns from suits, actions, losses, damages, claims or liability of any character, type, or description, for claims arising under the Individuals with Disabilities Education Act (IDEA) or any expenses of litigation, court costs, and attorney's fees related thereto or for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, except where such suit, action, loss, damage, claim or liability is directly related to and solely arises out of, or occasioned by, the breach of the Agreement(s) with School District and/or the negligence or purposeful act or omission of Contractor, its officers, employees, agents, representatives, or assigns; and as it relates to IDEA claims, said indemnity shall be limited to any alleged failure by Contractor to implement the Student's IEP during Student's placement under this Agreement.

To the extent permitted by law, the School District shall and does indemnify, protect, and hold harmless Contractor, its officers, employees, agents, representatives, or assigns, against all claims from suits, actions, losses, damages, claims or liability of any character, type, or description, including claims arising under the Individuals with Disabilities Education Act (IDEA) or any expenses of litigation, court costs, and attorney's fees related thereto or for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, where such suit, action, loss, damage, claim or liability is directly related to and solely arises out of, or occasioned by, the breach of the Agreement(s) with Contractor and/or the negligence or purposeful act or omission of the School District, its officers, employees, agents, representatives, or assigns; and as it relates to IDEA claims, the School District shall indemnify Contractor and be responsible for any and all IDEA or related claims except for any alleged failure by Contractor to implement the Student's IEP during the Student's placement under this Agreement.

- L. **LIMITATION OF CONTRACTOR'S LIABILITY: TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR'S LIABILITY TO THE SCHOOL DISTRICT FOR ANY BREACH OF THIS AGREEMENT, BREACH OF ANY SCHOOL DISTRICT SERVICES AGREEMENT, OR ANY OTHER CLAIM ASSERTED BY THE SCHOOL DISTRICT, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO CONTRACTOR BY THE SCHOOL DISTRICT FOR SERVICES PROVIDED OR CONTEMPLATED BY ANY APPLICABLE AGREEMENTS.**

Executed on behalf of Bayes Achievement Center, Inc., "Contractor", this 16<sup>th</sup> day of June, 2026, Walker County, Texas.

BY: \_\_\_\_\_ Monica Bayes Criswell, MA, LPC, Program Director

Executed on behalf of Frisco Independent School District, "School District" this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
\_\_\_\_\_ County, Texas.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**EXHIBIT A**  
**Bayes Achievement Center, Inc.**  
**Cost Analysis**

**Student:** [REDACTED]

**Duration:** 8/1/2026 - 5/21/2027

**District:** Frisco Independent School District

**Duration of Contract (Days):** 294

**Program Costs**

| Category   | Rate       | Service Total |
|--|------------|---------------|
| Behavior Programming 24 hours per day - 294 days | \$677.28   | \$199,120.32  |
| Educational Services - ABA x 1.7                 | \$5,006.05 | \$8,510.29    |
| Residential Services - 294 days                  | \$277.37   | \$81,546.78   |
| <b>A. Total Program Costs:</b>                   |            | \$289,177.39  |

Fixed Daily Rate: \$983.60

**Related Services**

| Related Service         | Contact Type | Frequency                 |                    |
|-------------------------|--------------|---------------------------|--------------------|
|                         |              | Description               | Number of Contacts |
| Speech Therapy          | Direct       | 30 minutes 4x per 6 weeks | = 24               |
| Speech Therapy          | Consult      |                           | = 0                |
| Occupational Therapy    | Direct       |                           | = 0                |
| Occupational Therapy    | Consult      |                           | = 0                |
| Counseling - Individual | None         |                           | = 0                |
| Counseling - Group      | None         |                           | = 0                |
| Counseling - Family     | None         |                           | = 0                |
| Music Therapy           | Direct       | 20 minutes 3x per 6 weeks | = 18               |
| Assistive Technology    | None         |                           | = 0                |
| Psychological Services  | Direct       | 20 minutes 1x per 6 weeks | = 6                |
| Other                   | None         |                           | = 0                |

