

CONTRACT AND SERVICE AGREEMENT BETWEEN

**Children's Mental Health Services/REACH, Inc.
Thomas Potter, Executive Director
35382 US Highway 2 West
Grand Rapids, MN 55744**

AND

**ISD 316 Greenway Public Schools
Superintendent David Pace
499 Powell Avenue
Coleraine, MN 55722**

FOR: Provision of supplemental services for Behavior Intervention Specialist support for students enrolled at Vandyke Elementary School/Greenway Public Schools.

This Agreement is made as of August 5, 2026, between Children's Mental Health Services/REACH, Inc., a Minnesota Non-Profit Mental Health Agency (hereafter referred to as "Provider"), and ISD #316 Vandyke Elementary School (hereafter referred to as "District").

Recitals

- A. Provider has developed, in collaboration with the District, an innovative Behavior Intervention Specialist position that will provide direct support to children with emotional and behavioral concerns in kindergarten through grade four at Vandyke Elementary School in Coleraine, Minnesota.

Nature and Scope of the Behavior Intervention Specialist duties include:

- Develop and implement interventions to remediate behavioral and social problems for students with emotional disturbance, intellectual disability, and autism spectrum disorders. Serve as a consultant to school personnel and parents of these students.
- Assist in the development and implementation of behavior intervention plans for students as part of the Response to Intervention problem-solving team.
- Provide direct support to students with serious emotional/behavior disorders throughout various educational environments and assist in the implementation of specific behavioral and instructional interventions.

- B. District wishes to engage Provider to provide said support services to students and families.

Agreement

NOW, THEREFORE, in consideration of the premises, covenants, and agreements set out below, Provider and District agree as follows:

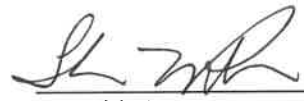
1. **ENGAGEMENT.** District hereby engages and retains Provider, who agrees to serve as Behavior Intervention Specialist as described in the attached position description.
2. **TERM.** The term of the Agreement shall be from August 24, 2026, until May 28, 2027 .
3. **PROVIDER OBLIGATIONS** will include:
 - A. Develop and implement behavior intervention plans, support teacher classroom management, and develop positive reinforcement systems for individual and groups of students.
 - B. Re-teach behavioral expectations and provide a staffed space for turnaround room.
 - C. Develop and implement behavioral interventions and/or instructional methodologies, including providing assistance in curriculum modifications.
 - D. Act as a liaison between home and school, helping families access community resources.
 - E. Collect and record third-party billing documentation as required by the District.
 - F. Assist the teacher(s) in handling interruptions and behavioral emergencies.
 - G. Respond to requests for assistance and crisis intervention as needed.
 - H. As part of the Family Engagement Team, coordinate family engagement opportunities and outreach.
 - I. Provide a substitute in the event of Behavior Intervention Specialist's extended absence (defined as an absence exceeding three school days).
 - J. Provide Behavior Intervention Specialist with professional liability insurance and ongoing training.
 - K. Provide weekly clinical supervision of Behavior Intervention Specialist on site at Vandyke Elementary School.
 - L. Provider Behavior Intervention Specialist will be available to work with Vandyke Elementary School students, families, and staff for 180 days at eight (8) hours per day, commencing on August 24, 2026.
4. **DISTRICT OBLIGATIONS.** District will participate and cooperate as follows:
 - A. Consult with Provider and permit Provider an opportunity to determine impact on student performance and make recommendations to District in connection with individual student progress and behavior.
 - B. Provide access to required PCA and CPI training and other relevant training throughout the school year.

- C. Pay within 30 days from the date of invoice submitted December 31, 2026 (50%) and May 28, 2027 (final) by Provider, which is consistent with this Agreement. Total payment may not exceed \$50,000.00 annually. Any service time less than 180 days will be adjusted accordingly, i.e., $\$50,000 \div 180 = \$277.78/\text{day}$.
5. **MUTUAL OBLIGATIONS.** Both Provider and District agree to:
- A. Confer and agree to the content of any official announcements regarding this contract, its contents, objectives, and results.
 - B. Promptly inform the other party of any issues and problems that may arise during the development and implementation of services.
 - C. District and Provider agree that the Behavior Intervention Specialist shall conform to, and comply with, all Federal and State laws dealing with release and dissemination of data. Further, the conduct and actions of such employee, whether by omission or commission, shall not violate any of the policies and rules of the District.
 - D. District and Provider agree that the Behavior Intervention Specialist shall comply with all policies and procedures of the District and will be subject to onsite, day-to-day direction of the Superintendent and the building Principal relative to the performance of such services, so as to conform to the needs and mission of the district. Any deficiency, failure, or refusal on the part of the Behavior Intervention Specialist in regard to compliance with policies and procedures and the directions of the on-site administrator shall be both orally and in written form brought to the attention of the Provider.
6. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this contract, the District may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Provider as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Provider. If this contract is terminated, the District shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination.

Provider may request termination after giving ten (10) days written notice to the District. Prior to termination, Provider will provide a report containing information on the progress of the child to the District and parents. Upon receipt of said report, District will promptly make payment and the parties shall have no further obligations under this Agreement.

(Superintendent)

(date)


(Provider)

8/5/2024
(date)