AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August 2023, by and between Homeplace Support Services 2647 Regency Rd Suite 107 Lexington, Ky 40503 (hereinafter referred to as "Behavior Specialist"), and the Bellevue Independent Schools, Bellevue, Kentucky, (hereinafter referred to as "School").

In consideration of the mutual promises, agreements and undertakings hereinafter set forth, it is hereby agreed as follows:

- 1. Behavior Specialist will provide service in the categories of: student evaluation; student care planning; consultation and coaching of staff.
- 2. The services will be provided on a part-time basis, when requested by the appropriate School personnel. Behavior Specialist will be paid on an hourly basis.
- 3. School shall pay Behavior Specialist for services rendered pursuant to this Agreement at the rate of \$75 per hour for behavior support, record keeping, travel time and related services. Behavior Specialist will maintain accurate records and documents for the computation of all charges.
- 4. Behavior Specialist will bill School for services performed pursuant to this Agreement at the beginning of the month following the month the services were performed. School will pay Behavior Specialist on the day of the month it normally pays its monthly obligations, but no later than the thirtieth (30th) day of the month following the month such services were performed, providing all elements of the contract are satisfactorily met.
- 5. The services performed under the provisions of this Agreement will be rendered within the geographic area served by School and shall be defined by Behavior Specialist and School.
- 6. The behavior support services provided to the student will be in response to a request from the school, and when applicable, in accordance with an individual education program (IEP). Behavior Specialist is responsible for coordinating its services with the proper school personnel on a continuing basis.
- 7. Behavior Specialist shall provide orientation, instruction, and guidance to additional Bellevue Independent staff members.
- 8. Behavior Specialist may attend and participate in select in-service educational programs.
- 9. School shall make available all records and information relevant to the student for the purpose of the services being provided. Behavior Specialist shall maintain records and reports in accordance with the policies of the School.
- 10. School shall provide routine student care required to serve students under the scope of this Agreement.
- 11. Behavior Specialist will meet the certification and qualification requirements including providing Professional Liability Insurance, state licensure, as well as background check and Child Abuse/Neglect Checks in accordance with Bellevue Independent Schools requirements.

- 12. It is agreed by both parties to this agreement that they shall be in compliance with all existing Federal, State and local laws and regulations.
- 13. This Agreement shall continue and be binding upon the parties hereto until June 1st, 2024, unless terminated as herein provided. This Agreement may be amended by written consent of both parties and all amendments shall be attached to this Agreement and made a part thereof.
- 14. This Agreement may be terminated at any time by either party with or without cause by giving a sixty (60) day written notice of intent to terminate to the other party by Registered mail, Return Receipt Requested prior to the contract terminating.

In TESTIMONY WHEREOF, the parties here to have executed this Agreement on the day and year first above written.

Date: 2/28/23

Director of Special Populations Bellevue Independent Schools

Amorda Werden MA

Date 8/1/2023

Behavior Specialist Homeplace Support Services