District: Campbell County #1 Address: 1000 W. Eighth Street Gillette, WY 82716 Phone: (307) 682-5171

RELATED SERVICES AGREEMENT FOR STUDENTS WITH DISABILITIES (<u>To be kept on file at the District Office</u>)

| 1. Th | 1. This agreement is a contract for services made and entered into this | | | | October | |
|--|---|------------------------------------|---|--|---------|--|
| | | _ | | | (Month) | |
| 2023 | by and between | Campbell County School District #1 | 1 | | | |
| (Year) | (Legal Name of School District) | | | | | |
| and | Kathryn Schmidt-Miller | | | | | |
| (Full Name of Agency or Individual) | | | | | | |
| 4302 Longhorn Ave., Gillette, WY 82718 | | | | | | |
| (Full Mailing Address of Agency or Individual) | | | | | | |

Pursuant to W.S. 21-2-501 through W.S. 21-2-502, and Wyoming Rules and Regulations Governing Services for Children with Disabilities, the District, in order to provide appropriate education for its resident school age children with disabilities, desires the Contractor to render the services described below, and the Contractor is willing to render the services under the terms provided.

Now, therefore, it is agreed as follows:

3.

and

4.

2. That the Contractor shall render to the District the following services:

| Evaluation Travel | | | ysical Therap eech Patholog | |
|---|------------------|---------------|--|----------------|
| Special Equipment | | I | aptive P.E. | 50 |
| Audiology | | | cial Work Ser | vices |
| Counseling | | Vo | cational Serv | ices |
| Parent Counseling | | Ex | tended Schoo | 1 |
| Psychological Services | \boxtimes | Ot | her (Explain) | |
| Occupational Therapy | | 8 | rep, testing, ro z attending IE needed | |
| | | | | |
| That the Contractor shall render the services beginning the | 15 th | day of | October (Month) | 2023 (Year) |
| shall complete the services on or before the 30^{th} | day of | June (Mont | | 2024 (Year) |
| That total payment under this agreement shall not exceed \$ | 7,500 | | | |

5. That if the Contractors will subcontract any service to be rendered under this agreement, the service cost, and the name and address of the subcontractor shall be specified in **Item 2** of this agreement. The subcontractor's qualifications to provide the services shall be stated in **Item 19**.

6. That with the exception of assessment service, all students who receive services under this agreement shall be reported by the District to the Wyoming Department of Education through SEEDS.

- 7. That this agreement does not provide any services that are not authorized in the Wyoming Rules and Regulations Governing Services for Children with Disabilities.
- 8. That this agreement does not provide services to any student who is placed in a residential treatment facility or group home under W.S. 21-13-315 subsequent to a court order.
- 9. That any psychological counseling rendered by a mental health specialist to the parents or guardians of students with disabilities or to parents or guardians of students who are suspected of having a disability shall be limited to interpreting the educational needs of the children consistent with the terms stated by the district in **Item 2** of this agreement.
- 10. That with the exception of services contracted with other Wyoming public schools or Boards of Cooperative Services (BOCES), payment shall be made only after services have been rendered.
- 11. That with each billing to the district for services rendered, the Contractor shall provide the District with an itemized statement of services rendered during the billing period, which shall include the names of any students who received direct services from the Contractor during the billing period and the specific services provided.
- 12. That all District expenditures relative to this agreement shall be subject to audit by the Wyoming Department of Education.
- 13. That providing these services the contractor shall work through the following staff member of the District who shall act as the coordinator of the services for the District.

| Luke Danforth | Director of Special Programs |
|---------------|------------------------------|
| (Name) | (Title) |

14. That the Contractor shall submit the following report(s) to the District on or before the date(s) indicated:

| Submit invoice for payment (Report) | Within 30 days of services (Due Date) |
|--|--|
| (Report) | (Due Date) |
| (Report) | (Due Date) |

- 15. That the Contractor shall be subject to and comply with Title VI, Title IX, Section 504, ADA, IDEA, and any subsequent amendments to these acts and all regulations promulgated thereunder.
- 16. That in conformance with Wyoming Rules and Regulations Governing Services for Children with Disabilities, if the Contractor is a Wyoming public or non-public educational agency, the persons who render these services shall fulfill the certification standards established by the Wyoming Professional Teaching Standards Board. If the Contractor is a private practitioner, persons who are properly licensed, certified or registered shall be rendered by mental health professionals as defined by they certifying agency. The District shall receive in writing the assurance that:
 - a. The professional staff member of the mental health center or private agency will not render services in excess of that professional's qualifications, the qualifications of the supervisor or the license of the mental health center or private agency.
 - b. The mental health center or the private agency maintains full liability insurance coverage for all professional staff members.

Prior to entering into a contractual agreement for the provision of services, the mental health center or the private agency will provide the following information:

a. A statement of the qualifications of the professional staff member(s) who will be assigned to each case.

- b. A statement of the limitations of service that each professional staff member may provide.
- c. A statement outlining the line of responsibility and supervision of each professional staff member.

The District will provide the following information to the contracting mental health or the private agency:

- a. A statement of the specific services needed as identified and documented on each Individual Educational Program for each identified student with disabilities.
- b. A statement of qualifications of the service provider necessary to meet the requirements of each Individual Education program.
- 17. That if at any time during the performance of this agreement, the District determines that the services are not progressing satisfactorily or within the terms of this agreement, the District, at its discretion and after giving reasonable written notice to the Contractor, may terminate this agreement or any parts thereof within 30 days. At such termination date, the Contractor shall be entitled to payment for all services rendered and accepted by the District.
- 18. That in rendering these services the District and the Contractor shall comply with Wyoming Rules and Regulations Governing Services for Children with Disabilities, the Wyoming State Board of Education Rules and Regulations Governing Entitlements under Section 309e of the Wyoming Education Code; the policies and procedures of the Districts, and shall have all the rights and protection of W.S. 21-2-501 through W.S. 21-2-502.
- 19. That the District shall state below pertinent accreditations, licenses and certifications which indicate that the contractor or subcontractor is qualified to provide these services.

| See Attac | hed | | | |
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20. That this agreement shall not become effective nor be deemed valid until it has been duly signed by both parties.

| a. | In witness thereof, the parties have entered into this agreement at | <u>Gillette</u> (City) | Wyoming, the day and |
|----|---|---------------------------|----------------------|
| | year first above written. | | |
| b. | | | |
| | (Chairman, Board of Trustees of the District) | (Date) | |
| c. | | | |
| | (Clerk, Board of Trustees of the Director) | (Date) | |
| d | | | |
| | (Chairman, Board of Directors, Contractor | (Date) | |
| e | | | |
| | (Individual Consultant) | (Date) | |

21. I certify that the Board of Trustees of this District has duly authorized the expenditures for the services described herein and that I have the authority to sign this agreement for the Board of Trustees.

(Signature of District Superintendent)