Special Education Unit
Wyoming Department of Education
Hathaway Building, 2nd Floor
2300 Capitol Avenue
Cheyenne, WY 82002-0050
Telephone (307) 777-7414

WDE 413
Revised: Jan. 1995
Due Date: As Needed

Special Education Residential Services Agreement
In-State Placement

- This agreement is a contract for services made and entered into this **1st day of July 2022**, by and

between Campbell County School District #1,
(Legal Name of School District)

and Northeast Wyoming Board of Cooperative Educational Services (N.E.W. BOCES)

410 North Miller Avenue, Gillette, Wyoming, 82716
(Legal Name and Mailing Address of Contractor)

LOCATION: **Powder River Basin Children's Center (PRBCC) - Gillette, WY**

Pursuant to W.S. 21-2-501 and W.S. 21-2-502 and Wyoming Rules and Regulations Governing Services to Children with Disabilities, in order to provide appropriate education for its resident school age students, 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:

- That the Contractor shall render services to the District for [redacted]
(Student WISER Number)
- The following services:

__X__ Tuition	__X__ Extended School Year
____ Room and Board	__X__ Other (List)
__X__ Special Transportation	Paraprofessional
__X__ Related Services (List)	Behavior/BCBA
Adapted P.E.	Recreation Therapy
School Nurse/RN	Assistive Technology
Occupational Therapy	
Speech Therapy	
Physical Therapy	

- That the District shall indicate below whether this is an initial placement or whether this is a continuation of a placement.

  Check one: ____ Initial Placement __X__ Continuation

- That the Contractor shall render these services beginning the **1st day of July 2022** and shall complete the services on or before the **30th day of June 2023**.
- That in consideration of these services, the Contractor shall receive full and complete compensation as follows:
  - Tuition $ 52,675.00
  - Room and Board $
  - Special Transportation $ 3,461.50
  - Other and Related Special Education Services listed above agreement $ 104,167.50
  - Total payment under this contract shall not exceed $ 160,304.00
  - The portion of above total designated for ESY services $ 29,824.00
- That this student's Individualized Education Program is in compliance with the criteria specified in the Wyoming Rules and Regulations Governing Services to Children with Disabilities.

- That the District and the Contractor agree to the following arrangements for:

  - Evaluating the student progress: Quarterly reports as submitted by N.E.W. BOCES, and on site monitoring by appropriate district personnel.

  - Revising the Individualized Education Program: The I.E.P. will be revised on the anniversary date or upon request by appropriate person(s).

  - Conducting the multidisciplinary assessment: Campbell County School District #1 or N.E.W. BOCES will schedule and contract for updating any necessary assessments that may be needed.

  - Notifying and involving the student's parents of these activities Campbell County School District #1 and/or N.E.W. BOCES will provide appropriate notification.

- That this agreement does not provide services to any student placed in a residential treatment facility or group home under W.S. 21-13-315 subsequent to a court order.

- That this agreement does not provide for any medical services or any other services that are not authorized in the Wyoming Rules and Regulations Governing Services to Children with Disabilities.

- That any psychological counseling rendered by a mental health specialist to the parents or guardians of the student service by this agreement shall be limited to interpreting the student's educational needs, and providing information concerning the student's development, consistent with the terms stated by the District in Item 3 of this agreement.

- 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.

- That in providing these services the Contractor shall work through the following staff member of the District

  Luke Danforth, Special Education Director
  (Name of the District Staff Member)

- That with the exception of services contracted with other Wyoming Public Schools and Wyoming Boards of Cooperative Services (BOCES), payment shall be made only after services have been rendered.

- That with each billing to the District for services rendered, that Contractor shall provide the District with an itemized statement, which delineates the name of the student, and the specific services rendered to the student during the billing period.

- That all District expenditures related to the agreement shall be subject to audit by WDE.

- That in rendering these services the District and the Contractor shall comply with the Wyoming Rules and Regulations Governing Services to Children with Disabilities, the Wyoming State Board of Education Rules and Regulations Governing Entitlements under Section 21-13-309e of the Wyoming Education Code; the policies and procedures of the District; and shall have all the rights and protections of W.S. 21-2-501 and 21-2-502.

- That the staff of the Contractor shall be in compliance with the certification standards established by the Wyoming Professional Teaching Standards Board and the WDE School Improvement Unit. Any other person(s) who render services under this agreement shall be appropriately licensed, certified or registered.

- 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.

- That the District shall state below pertinent accreditation's, licenses, and certifications which indicate the Contractor or subcontractor is qualified to provide these services:

  The contractor is recognized as Northeast Wyoming BOCES with all professional staff licensed by the Professional Teaching Standards Board or other applicable agency.

- That this student shall not be counted in the average daily membership of the District.
- That this agreement shall not become effective or deemed valid until it has been duly signed by both parties.
  - In Witness thereof, the parties have entered into this agreement at Gillette, *(City)* Wyoming, on the day and year first written above.
  - _____ _____
    (Chairman, Board of Trustees of District) *(Date)*
  - _____ _____
    (Clerk, Board of Trustees of District) *(Date)*
  - _____ _____
    (Chairman, Board of Directors, N.E.W. BOCES) *(Date)*

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

_____ _____
(Signature of District Superintendent) *(Date)*