Special Education Unit Wyoming Department of Education Hathaway Building, 2nd Floor 2300 Capitol Avenue

Cheyenne, WY 82002-0050 Telephone: (307) 777-7414

> **Special Education Residential Services Agreement Out of-State Placement**

WDE

Revised: Jan. 1995

Due Date: As Needed

| 1. This agreement is | a contr | ract for services made | de and entered in | nto this | 30 th | of | July | 2024 | by and |
|--|---------------------------------|--|----------------------|-------------------|---------------------|------------|--------------|--------------|--------|
| between | | Ca | ampbell County | | | | | | |
| | (Legal Name of School District) | | | | | | | | |
| and | | | Liahona . | | | | | | _ |
| | | (Lego | al Name and Mailin | g Address o | of Contractor |) | | | |
| | | 144 Eas | t 2580 South Ci | r, St. Geo | orge, UT 8 | 4790 | | | _ |
| Pursuant to W.S. 21-2 with Disabilities, the the Contractor to renoterms provided. | Distric | t, in order to provid | e appropriate ed | lucation t | or its resid | lent scho | ol age stude | nts, desires | |
| Now, therefore, it is a | greed | as follows: | | | | | | | |
| 2. That the Contracto | r shall | render services to t | he District for | | 2.) | Student SE | EDS Number) | | _ |
| 3. The following serv | vices: | | | | | | | | |
| | | Tuition Room and Board Special Transpor Related Services 1:1 para as neede | tation (List) | _ | ded Schoo (List) | l Year | | | |
| 4. That the District sl placement. check one: | | dicate below whethe | er this is an initia | _ | ent or whe | ether this | is a continu | ation of a | |
| 5. That the Contracto | r shall | render these service | es beginning the | e 1 st | day of | f | July 2 | 024 | |
| and shall complete the | e servi | ces on or before the | 30 th day | of | June | | 20 | 025 | |

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| 6. | That in consideration of these services, the Contractor shall receive full and | d complete compensation as follows: |
|----|--|--|
| | a. Tuition | |
| | b. Room and Board, includes tuition | \$239,805.00 |
| | c. Special Transportation | |
| | d. Other related special education services in Item 3 of this agreement | |
| | e. Total payment under this contact shall not exceed | \$239,805.00 |
| | f. The portion of (e) designated for ESY services | |
| 7. | That this student's Individualized Education Program is in compliance with Wyoming Rules and Regulations Governing Services to Children with Dis | * |
| 8. | That the District and the Contractor agree to the following arrangements for | or: |
| | | report on the progress of the |
| | student's goals and objectives quarterly. | |
| | 1 D ' : 4 T I' : 1 I' 1 I' 1 D | |
| | b. Revising the Individualized Education Program: Will be in a at CCSD to arrange a meeting between the staff, CCSD's staff and the p | contact with the case manager of the |
| | at CCSD to arrange a meeting between the start, CCSD's start and the p | arents before revising the i.e.p. |
| | | e an active role in conducting the |
| | MDAT and assessment for this student. An assessment team will be ass | igned to meet the student's needs. |
| | | |
| | · · · · · · · · · · · · · · · · · · · | Parent letters and phone calls will be |
| | be made by the case manager before any action is taken. | |
| | | |

- 9. 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.
- 10. 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.
- 11. That any psychological counseling rendered by a mental health specialist to the parents or guardians of the student served 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.
- 12. 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.
- 13. That in providing these services the Contactor 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

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- 14. 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.
- 15. 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. These claims will be paid within 45 days of receipt.
- 16. That all District expenditures related to the agreement shall be subject to audit by WDE.
- 17. The funder is required to provide transportation for the placement of referred youth to the Liahona Academy at admission and from the Liahona Academy at discharge as well as any non-discretionary interstate transportation at the cost to the sending state.
- 18. 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.
- 19. 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 persons who render services under this agreement shall be appropriately licensed, certified or registered.
- 20. 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.
- 21. That the District shall state below pertinent accreditations, licenses, and certifications which indicate the Contractor or subcontractor is qualified to provide these services:

| See attached | | | | | | |
|--------------------|--|------------------|--|--|--|--|
| . That this studen | t shall not be counted in the average daily membership of the Di | strict. | | | | |
| . That this agreen | at this agreement shall not become effective or deemed valid until it has been duly signed by both parties: | | | | | |
| a. In Witness | thereof, the parties have entered into this agreement at: | Gillette City | | | | |
| Wyoming, | the day and year first above written. | Cuy | | | | |
| b | (Chairman, Board of Trustees of District) | (Date) | | | | |
| c | (Clerk, Board of Trustees of District) | (Date) | | | | |
| d. | (Clerk, Bourd of Trustees of District) | (Dute) | | | | |
| | (Chairman, Board of Directors, Contractor) | (Date) | | | | |
| | rd of Trustees of the District has duly authorized the expenditure that I have the authority to sign this agreement for the Board of | | | | | |
| (Signat | ure of District Superintendent) | (Date) | | | | |