



Gillette Day Program Special Education Therapeutic Day School Services Agreement

This Agreement is made and entered into by and between Northeast Wyoming Board of Cooperative Educational Services ("N.E.W. BOCES") and **Campbell County School District #1** ("District") for education services to, Student WISER Number [REDACTED] ("Student"), pursuant to W.S. 21-2-502.

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws; AND

WHEREAS, N.E.W. BOCES operates therapeutic day schools, which provide educational programming and therapy, for K-12 students who have varying educational, emotional and physical needs and meet the students' FAPE requirements.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. **Scope of the Contract.** N.E.W. BOCES shall provide the Student with educational services in accordance with the Student's Individual Education Plan. Such scope of service shall also include therapeutic interventions as identified in the Student's IEP. If an IEP has been finalized and consultation with the District's Special Education Director has occurred, all known and applicable costs will be reflected herein.

a. **Costs not included within the Scope of this Contract:**

Certain expenses may not be identified at the time this Contract is executed. Following IEP development and consultation with the District's Special Education Director, any additional or revised costs will be incorporated into this Contract through a written amendment agreed upon by both parties. The following are examples of expenses that may be included in such an amendment:

- i. transportation to and from the relevant therapeutic day school;
- i. psychoeducational testing and related assessments required for the Student's identification or continued qualification for special education services;
- ii. enhanced adult supervision such as 1:1 aides or similar specific staffing identified by the student's IEP, including support required during transportation;
- iii. any other diagnostic or evaluative assessments or testing.
- iv. related services designated by the student's IEP, including but not limited to enhanced adult support, speech pathology, occupational therapy, physical therapy services, adaptive P.E. and, counseling;

N.E.W. BOCES will assist the District in providing the additional services identified above, by, for example, permitting District personnel, and/or District independent contractors, to provide these services at N.E.W. BOCES facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Student.

b. **EXHIBIT A - Contract Cost Schedule.** The total cost for services for the Student is set forth in Exhibit A, attached hereto and incorporated by reference. If additional or different services become necessary to serve the Student, the total cost charged to the District will be adjusted accordingly, and an updated Exhibit A and Contract amendment will be provided to the District.

2. **Term of Agreement.** The term of this Agreement shall commence effective **19th day of August 2026** and end on **30th day of June 2027**, unless terminated earlier as provided by this Agreement.
3. **N.E.W. BOCES Provision of Services.** N.E.W. BOCES certifies that provision of services hereunder shall be in compliance with the certification standards established by the Wyoming Professional Teaching Standards Board and the WDE School Improvement Unit. All non-certified persons who render services under this agreement shall be appropriately licensed, certified or registered and meet background check and student/safety screening requirements. The District shall

retain legal responsibility FAPE compliance and IDEA obligations and N.E.W. BOCES shall perform its services in a manner that enables the District to meet its responsibilities. Provision of these services shall comply with state and federal law and regulation.

4. **Implementation of Student's Individual Education Plan.** The Parties agree that N.E.W. BOCES shall implement the services, accommodations and modifications identified in the Student's Individual Education Plan (IEP) and that no part of the Student's IEP will be unilaterally modified by either party to this agreement except by the processes established by state and federal law. Should the Student's IEP be modified unilaterally by party pursuant to the processes established by state and federal law, either party may exercise the option to terminate this agreement consistent with the terms of this agreement. N.E.W. BOCES shall be obligated to create and maintain service logs that document the services for which N.E.W. BOCES staff is responsible pursuant to the Student's IEP has been implemented with fidelity. These service logs will be shared with the District and with the Student's family upon request within the timelines set forth by state and federal law. In the event this agreement conflicts with the Student's IEP, the IEP controls and all services shall conform with the IEP.
5. **Obligations to Document Compliance with Individuals with Disabilities in Education Act.** The Parties agree that, other than the service logs identified above, the District shall be responsible for the creation, distribution and maintenance of all paperwork required by the IDEA, including but not limited to documentation of communication with the Student and his/her family.
6. **Termination.**
 - a. The Agreement may be terminated by either party without cause upon 30 days' written notice. If either party fails to fulfill its obligations under this Agreement in a timely and proper manner or if either party violates any material terms of this Agreement, the other party shall have the right to immediately terminate this contract upon written notice.
 - a. N.E.W. BOCES may unilaterally terminate this agreement upon 5 days written notice if BOCES determines that discharge of a student is appropriate pursuant to its policy on Student Admissions and Dismissals. In the event the student is discharged,

the Parties will work together with the student and the student's family to transition the Student to an appropriate educational placement as determined by the IEP team and the student's needs.

- b. This Agreement shall automatically terminate effective upon the occurrence of any of the following: a) the District no longer has a responsibility for the educational services for the Student or b) the Student is placed at a location other than the day treatment school operated by N.E.W. BOCES.

7. **Notices.** All notices shall be in writing to the representatives the following representatives:

- a. **N.E.W. BOCES Representative.** Following is the N.E.W. BOCES representative who is authorized to act on N.E.W. BOCES's behalf with respect to this Agreement:

Name: **Noamie Niemitalo**

Title: **Executive Director**

Phone: **307-682-0231**

Email: **n niemitalo@newboces.org**

- b. **District Representative.** Following is the District representative who is authorized to act on the District's behalf with respect to this Agreement:

Name: **Luke Danforth**

Title: **Special Education Director**

Phone: **307-686-1912**

Email: **ldanforth@ccsd.k12.wy.us**

8. **Required Notices.** N.E.W. BOCES shall, as soon as possible, notify the Student's parents or legal guardians and the District of any of the following;

- a. Use of any restraint or seclusion;
- b. Student health or safety concerns or incidents; and
- c. Mandatory reporter incidents made by the facility on behalf of the student.

9. **No Indemnification.** Each party shall be responsible for its own acts, errors, or omissions, and those of its officers, agents, or employees, to the extent required by law. Nothing in this Agreement shall be deemed

a waiver of any defenses, immunities, or limitations of liability provided under the Wyoming Governmental Claims Act or other applicable law.

10. **Payment for Services.** The District shall pay N.E.W. BOCES for services under this contract within thirty days of receipt of an invoice. Failure of the District to remit payment to N.E.W. BOCES will constitute a breach of the Agreement, and N.E.W. BOCES may terminate the Agreement at its sole discretion or seek other legal remedies to collect any outstanding amounts owed.
11. **District as Local Education Agency.** The District shall remain the Student's Local Education Agency ("LEA") and is responsible for compliance with all state and federal law and regulations for programs for children with disabilities.
12. **N.E.W. BOCES as Agent of District.** N.E.W. BOCES is an agent of the District and as such shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and all related state and federal laws and regulations applicable to agents of Local Education Agencies.
 - a. For Districts that utilize a student information system (SIS) that integrates with the N.E.W. BOCES SIS, N.E.W. BOCES will amend and update the existing education records that are maintained within the District's existing electronic platforms, rather than to create or maintain those records independently.
 - b. Any record which N.E.W. BOCES staff creates within the District's existing platforms remains in the possession of the District and N.E.W. BOCES will have no FERPA obligations related to maintenance of records maintained within the District's systems. For Districts that do not utilize an SIS that integrates with N.E.W. BOCES's SIS, N.E.W. BOCES will provide copies of all relevant education records to the District, where those records will be maintained.
 - c. N.E.W. BOCES shall keep a record of all agents and employees obtaining access to education records collected, maintained, or used in the provision of educational services to the Student, including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
 - d. Upon the discharge of the Student from the applicable N.E.W. BOCES facility, N.E.W. BOCES will transfer any relevant special

education records to the District that are in the possession of N.E.W. BOCES and that the District does not already possess.

- e. When N.E.W. BOCES no longer needs education records it has maintained, it will notify the relevant party that those records are available for destruction. The District will assist N.E.W. BOCES in determining the identity and contact information of the relevant party.

- 13. **Duty to Comply with Code of Conduct.** The District affirms that a copy of the Code of Conduct has been provided to the Student and the Student's family.
- 14. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Wyoming.
- 15. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 16. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 17. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories. Specifically, neither Student nor Student's family is intended to be a third-party beneficiary to this agreement.
- 18. **Authority to Execute Agreement.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms.

This agreement shall not become effective or deemed valid until it has been signed by both parties. IN WITNESS WHEREOF, the Parties have entered into this agreement in Gillette, Wyoming on the day and year first written above.

○	_____	_____
	(Chairman, Board of Trustees of District)	(Date)
○	_____	_____
	(Clerk, Board of Trustees of District)	(Date)
○	<u>Naomi G. Nymuloh</u>	<u>8-18-26</u>
	(N.E.W. BOCES Designee)	(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)



CONTRACT PROJECTION

EXHIBIT A

ENROLLMENT DATES: 7/8/19/26 - 6/30/27

PLACEMENT SITE: Gillette Day Program
STUDENT: [REDACTED]
WISER ID: [REDACTED]
DISTRICT: Campbell County SD #1
DATE OF ENROLLMENT: 8/19/2026

	Reg		ESY		TOTAL	
	Cost/Day	Days	Cost	Days	Cost	Cost
TUTION	\$ 797.00	173	\$ 137,881.00	20	\$ 15,940.00	\$ 153,821.00
Adult Support	\$ 400.00	173	\$ 69,200.00	20	\$ 8,000.00	\$ 77,200.00
	Cost/Hour	HRS/WK	Cost	HRS/WK	Cost	Cost
Counseling	\$ 225.00	2	\$ 15,750.00	2	\$ 1,800.00	\$ 17,550.00
Behavior	\$ 135.00	2	\$ 9,450.00	2	\$ 1,080.00	\$ 10,530.00
	Cost		Cost		Cost	
Transportation	Total Trips RSY	346	Trip Mileage	5.40	\$ 1.75	\$ 3,269.70
	Total Trips ESY	40	Trip Mileage	5.40	\$ 1.75	\$ 378.00
SUBTOTAL RSY						\$ 235,550.70
SUBTOTAL ESY						\$ 27,198.00
TOTAL						\$ 262,748.70

DISTRICT REPRESENTATIVE INITIALS _____

BOCES REPRESENTATIVE INITIALS

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