Special Education Unit District: Sweetwater Number One Address: P.O. Box 1089 City, State, Zip: Rock Springs, WY 82901 Telephone (307) 352-3400

Special Education Residential Services Agreement Out-State Placement

I. This agreement is ca contract for ·services made and entered into this _____ day of _____,

by and between

(Legal Name of School District)

and

(Legal Name and Mailing Address of Contractor)

Pursuant to W.S. 21-2-501 and W.S. 21-2-502 and Wyoming Rules and Regulations Governing Services to Children with Disabilities, the District, 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 tha	Contractor shall render services to the District for	
<i>L</i> .	I nat the	Contractor shall render services to the District for	

(Student SEEDS Number)

3. The following services:

Tuition	Extended School Year
Room and Board	Other (List
Special Transportation	
Related Services (List)	

4. That the District shall indicate below whether this is an initial placement or whether this is a continuation of a placement that was approved by WDE during the previous school year.

Check one:	Initial Placement	Continuation
5. That the Contractor sh	all render these services beginn	ing theday of,
and shall complete the se	rvices on or before the d	ay of

6. That in consideration of these services, the Contractor shall receive full and complete compensation as follows:

a. Tuition	\$
b. Room and Board	\$
c. Special Transportation	\$
d . Other related special education services specified in Item 3. of this agreement.	\$
e. Total payment under this contract shall not exceed	\$
f. The portion of (e) designated for ESY services	\$

- 7. 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.
- 8. That the District and the Contractor agree to the following arrangements for:
 - a. Evaluating the students progress:
 - b. Revising the Individualized Education Program:
 - c. Conducting the multidisciplinary assessment:
 - d. Notifying and involving the student's parents in these activities:
- 9. That this agreement is consistent with the Wyoming State Board of Education Rules and Regulations governing Entitlements under Section 309e of the Wyoming Education Code. The following justification documentation must be submitted:
 - a. Minutes from the IEP meeting making the placement decision for the current year.
 - b. A list of other placements considered and why they were not selected.
 - c. Assigned verification that the student cannot be appropriately placed in a school, facility or program within the State.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. That in 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:

- 15. That payment shall be made only after services have been rendered.
- 16. That with each billing to the District for services rendered, the 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.
- 17. That all District expenditures related to this agreement shall be subject to audit by WDE.
- 18. That the Contractor shall provide the District a copy of the student's current Individualized Education Program.
- 19. 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. 2 J -2-501 and 21-2· 502.
- 20. That the staff of the Contractor shall be in compliance with the certification standards established by the Wyoming Professional Teaching Standards Board and the WOE School Improvement Unit. Any other persons who render services under this agreement shall be appropriately licensed, certified or registered.
- 21. 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.
- 22. That the District shall state below pertinent accreditations, licenses, and certifications which indicate that the Contractor or subcontractor is qualified to provide these services.

23. That this student shall not be counted in the average daily membership of the District.

- 24. That 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 (City) Wyoming, the day and year first above written.

 b.
 (Chairman Board of Trustees of District)

 c.
 (Clerk, Board of Trustees of District)

 d.
 (Chairman, Board of Directors, Contractor)

25. I certify that the Board of Trustees of this 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.