

Special Education Residential Services Agreement Out of-State Placement

1. This agreement is a contract for services made and entered into this 25th of July 2023 by and

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

and Kiva Adventure Ranch
(Legal Name and Mailing Address of Contractor)

652 Shady Ln., Torquerville, UT 84774

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:

2. That the Contractor shall render services to the District for [REDACTED]
(Student SEEDS Number)

3. The following services:

<input checked="" type="checkbox"/>	Tuition	<input checked="" type="checkbox"/>	Extended School Year
<input checked="" type="checkbox"/>	Room and Board	<input checked="" type="checkbox"/>	Other (List)
<input type="checkbox"/>	Special Transportation		Mental Health Services
<input type="checkbox"/>	Related Services (List)		Enrollment Fee
	1:1 para as needed		

4. 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 ☐ Continuation

5. That the Contractor shall render these services beginning the 25th day of July 2023

and shall complete the services on or before the 30th day of June 2024

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

a. Tuition	_____
b. Room and Board, includes tuition	<u>\$175,000.00</u>
c. Special Transportation	_____
d. Other related special education services in Item 3 of this agreement	_____
e. Total payment under this contact shall not exceed	<u>\$175,000.00</u>
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: Submit to CCSD a written report on the progress of the student's goals and objectives quarterly.

b. Revising the Individualized Education Program: Will be in contact with the case manager of the at CCSD to arrange a meeting between the staff, CCSD's staff and the parents before revising the I.E.P.

c. Conducting the multidisciplinary assessment: CCSD will take an active role in conducting the MDAT and assessment for this student. An assessment team will be assigned to meet the student's needs.

d. Notifying and involving the student's parents of these abilities: Parent letters and phone calls will 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

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 Youth Villages Campus at admission and from the Youth Villages Campus at discharge as well as any non-discretionary interstate transportation at the cost to the sending state.
18. This placement is being made pursuant to the Interstate Compact on the Placement of Children, Tenn. Code Ann. §§37-4-201, et. Seq. and W.S. Section 14-5-101, et. Seq. The terms of these statutes are hereby incorporated by reference and supersedes any perceived conflicting provisions found elsewhere in this contract.
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. 21-2-501 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 WDE 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 the Contractor or subcontractor is qualified to provide these services:

See attached

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: Gillette
City
Wyoming, the day and year first above written.
- b. _____
(Chairman, Board of Trustees of District) (Date)
- c. _____
(Clerk, Board of Trustees of District) (Date)
- d. _____
(Chairman, Board of Directors, Contractor) (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)