

District: Campbell County School District #1
Department: Special Programs Department
Address: 525 W. Lakeway Road, Ste. 106
Gillette, WY 82718
Phone: (307) 686-1912

Service Agreement
For Students Needing Additional Educational Support
(To be kept on file at the District Office)

1. This agreement is a contract for services made and entered into March 13, 2024 by and between

Campbell County School District #1 and Beverly Poirier, (Contractor)

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

- Evaluation, Travel, Special Equipment, Audiology, Counseling, Parent/Family Counseling, Psychological Services, Occupational Therapy, Physical Therapy, Speech-Language Pathology, Adaptive P.E., Social Work Services, Vocational Services, Extended School Year, Other (Explain)\*

\* Per 34 C.F.R. §300.519, serve as educational surrogate for elementary student

Service Description: The educational surrogate shall represent the child in all matters relating to: 1) the identification, evaluation, and educational placement of the child; and 2) the provision of a Free Appropriate Public Education (FAPE).

Name and Address of Subcontractor (if applicable): N/A

- 3. That the district is contracting for these services in order for the aforementioned student to achieve success in the educational setting. The District is responsible for continuous monitoring on the child's progress toward educational outcomes and the relationship to the services provided by the Contractor.
a. That the contractor shall render the services beginning the 13th day of March 2024, and shall complete the services on or before the 30th day of June 2024. Services will be provided primarily via distance but shall be provided in-person when appropriate.
4. That total payment under this agreement shall not exceed a total of 20 hours worked at a rate \$ 50.00 per hour or up to \$ 1,000.00 during the contract period.

Checks payable to: Beverly Poirier
639 Fairview Rd.
Gillette, WY 82718
Beverly.poirier@gmail.com
(307) 696-5841

5. That with the exception of assessment service, all students who receive services under this agreement shall be reported by the District of the Wyoming Department of Education.
6. That this agreement does not provide any services that are not authorized in the Wyoming Rules Governing Services for Children with Disabilities.
7. That with the exception of services contracted with other Wyoming public schools or Boards of Cooperative Services (BOCES), payment shall be made only after services have been rendered.
8. That with each billing to the district for services rendered, the Contractor shall provide the District with an itemized statement of services rendered during the billing period, which shall include the WISER number of the student who received services from the Contractor during the billing period and the specific services provided.
9. That all District expenditures relative to this agreement shall be subject to audit by the Wyoming Department of Education.
10. 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:

**Name: Luke Danforth, Director of Special Programs**

11. That the District is responsible for continuous monitoring on the student's progress toward positive educational outcomes.
12. That Contractor agrees to meet with the aforementioned District representative and high school Special Education Coordinator to discuss programming and progress of the student goals as they relate to the educational setting.
13. 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.
14. That in conformance with Wyoming Rules, if the Contractor is a Wyoming public or non-public educational agency, the persons who render these services shall fulfill the certification standards established by the Wyoming Professional Teaching Standards Board.
15. 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 (**Item 3**), 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.
16. That in rendering these services the District and the Contractor shall comply with Wyoming Rules Governing Services for Children with Disabilities, the Wyoming State Board of Education Rules Governing Entitlements under Section 309e of the Wyoming Education Code; the policies and procedures of the Districts, and shall have all rights and protections of W.S. 21-2-501 through W.S. 21-2-502.

*- intentionally left blank -*

17. That the District shall state below pertinent accreditations, licenses and certifications, which indicate that the contractor or subcontractor is qualified to provide these services.

**Certification and appropriate licensure for contractor: N/A**

18. That this agreement shall not become effective nor be deemed valid until it has been duly signed by both parties.

a. In witness thereof, the parties have entered into this agreement at Gillette Wyoming, the day and  
(City)  
year first above written.

b. \_\_\_\_\_  
(Chairman, Board of Trustees of the District) (Date)

c. \_\_\_\_\_  
(Clerk, Board of Trustees of the Director) (Date)

d. \_\_\_\_\_  
(Chairman, Board of Directors, Contractor) (Date)

e. \_\_\_\_\_  
(Individual Consultant) (Date)

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

\_\_\_\_\_  
(Signature of District Superintendent)

\_\_\_\_\_  
(Date)