

AGREEMENT FOR EDUCATIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, between NORTHERN WINDS RECOVERY CENTER, 138 East Boundary Street, Browning, Montana, hereafter referred as "NWRC," and BROWNING SCHOOL DISTRICT NO. 9, Box 610, Browning, Montana, hereafter referred to as "District."

W I T N E S S E T H:

WHEREAS, the District has responsibility for providing a free appropriate public education in the least restrictive environment to children, who reside within Browning School District No. 9 as defined by Section 1-1-215, MCA; and

WHEREAS, NWRC provides an educational and treatment program for students; and

WHEREAS, the District desires that NWRC provide educational services to certain identified children, pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of mutual covenants, the parties agree as follows:

1. Definitions. The following definitions apply to this agreement:

- a. Pupil - a child who is enrolled and admitted to Browning School District No. 9 and entitled to receive public education from Browning School District No. 9 and who resides within Browning School District No. 9 as defined by Section 1-1-215, MCA and other applicable laws and/or whose district of residence is defined as Browning School District No. 9.
- b. Program - educational and related services provided by NWRC to children admitted to NWRC for treatment.

2. Selection of Pupils. The selection of pupils for the NWRC program shall be by mutual agreement between the District, NWRC, and the pupil's parents or legal guardian. When considering a pupil for placement at NWRC, the parent, legal guardian, agency representative, and/or school representative must notify the appropriate District representative responsible for authorizing District expenditures. Children must be assessed to determine the educational appropriateness of placement at NWRC. The District is responsible for assembling the stakeholders necessary to make an informed decision regarding the educational appropriateness of placement at NWRC. Continued placement of the pupil in the educational program shall be subject to the mutual agreement of the same parties mentioned above and as provided by law.

3. NWRC Responsibilities. NWRC shall provide a free appropriate public education in the least restrictive environment to all pupils admitted into the educational program. The education services shall comply with the requirements of all state and federal laws, and as outlined in the

Montana Special Education Reference Manual, 1996. NWRC shall provide appropriate educational services to each pupil through the employment of a teacher who has a current or is eligible for a valid Montana teaching certificate with an endorsement in special education.

4. Term. This agreement shall be for the 2018 - 2019 school year, commencing upon execution of this agreement, and terminating on June 30, 2019. The term may be renewable for an additional school year, upon terms and conditions which may be agreeable between the parties.

5. Termination. Either party may terminate this agreement, either with or without cause, upon providing a 60-day written notice of termination. Notice of termination will be deemed completed by depositing such written notice with the U.S. Post Office addressed to the liaison person identified in Paragraph 15 and sent certified mail return receipt requested.

6. NWRC Employees. The parties understand and agree that all personnel providing educational service pursuant to this agreement shall be employees of NWRC and shall not be employees or agents of the District. NWRC employees do not acquire employment status, seniority or tenure with the District, nor are personnel considered independent contractors of the District.

7. Statutory Responsibilities. This agreement does not alter any statutory responsibilities of the parties, nor does it modify or restrict a pupil's right to a free appropriate public education in the least restrictive environment afforded under Title 20, MCA, and the IDEA, or Section 504 of the Rehabilitation Act of 1973, including the right to a due process hearing.

8. Family Involvement. The parties understand and agree that involvement of the pupil's family or legal guardian is an important component of the program. Failure of parental or legal guardian cooperation may be grounds for removing the pupil from the program.

9. Costs and Attorney's Fees. In the event that legal action is necessary by either party to enforce the terms of this agreement, the losing party shall pay reasonable attorney's fees and costs incurred by the prevailing party incident to such legal action. Venue shall be Montana's District Court, Great Falls, Montana.

10. Entire Agreement. This agreement constitutes the entire agreement between the parties and shall not be amended unless the amendment is in writing signed by the parties. A party's failure to insist upon strict performance of any term of this agreement shall not constitute a waiver of any such term.

15. The NWRC liaison person for purpose of this agreement is Dr. Crystal Evans.

The District liaison person for purpose of this agreement is Brian Gallup.

In witness whereof, the parties here to have executed this agreement on the day and year first above written.

NWRC

BY _____
Crystal Evans, PhD, Executive Director

BROWNING SCHOOL DISTRICT NO. 9

BY _____
Brian Gallup, Browning Public Schools Board Chair