

LAPWAI SCHOOL DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES
WITH NORTHWEST CHILDREN'S HOME, INC.

An agreement is made and entered into between the Lapwai School District of Lapwai, Idaho, hereinafter known as the District, and the Northwest Children's Home, Inc., hereinafter known as the Contractor.

1. SERVICES PROVIDED: NEEDS AND PURPOSES

Under the terms of this agreement, the Contractor shall provide educational and training programs for those children defined under the eligibility portion of this contract.

This agreement shall be for the sole purpose of providing educational programs under the provisions of Federal and State Standards and does not include authorization for the Contractor to enter into contracts on behalf of the District or to commit District funds, other than those derived from the contract. The Contractor is responsible for compliance with all applicable statutes of the State of Idaho governing education of children.

2. LOCATION AND SETTING

The program and services provided under the terms of this contract shall be housed in the Contractor's facility at 602 13th Street and/or 419 22nd Avenue, Lewiston, ID 83501.

3. GEOGRAPHIC AREA SERVED

Any child who is eligible under the terms of this contract and resides within the areas served by the District may be provided services under this agreement.

4. PROGRAM ADMINISTRATION AND SUPERVISION

Contract program services for District children shall be administered by the Education Administrator of the Northwest Children's Home Education Center in cooperation with the Lapwai School District Special Services Director or designated administrator. Educational program services, including contracted personnel, shall be supervised by appropriate personnel with assistance from the District.

5. COORDINATION OF SERVICES

Services provided by the Contractor shall be coordinated with other school and non-school programs, including community agencies and professionals to ensure that programs are directed toward established educational goals and objectives. A close working relationship shall be maintained through services offered by the District to ensure that all contract services provided are in accordance with the contract conditions.

6. COMPLIANCE WITH THE LICENSING/CERTIFICATION REQUIREMENTS

All programs, services and personnel provided for under the terms of this contract shall meet or exceed applicable state licensing and/or certification requirements.

7. ELIGIBILITY AND PLACEMENT

Eligibility for the Contractor's program will be mutually agreed upon by the District and the Contractor in compliance with federal and state standards.

8. STUDENT REPORTS

Student progress notes or reports shall be submitted by the Contractor, quarterly or when requested, to the Lapwai School District Special Services Director or designated administrator. The format and context of these reports shall be mutually determined by the contracting parties.

9. STARTING DATE AND DURATION OF CONTRACT

This agreement shall remain in effect for the remainder of the 2023-2024 school year, beginning on October 30, 2023, 2023 and ending June 5, 2024.

10. DATES AND TIMES OF PROGRAM

Dates of program services covered under this agreement shall include all days on the Northwest Children's Home attendance calendar for the 2023-2024 school year. If students are on shortened days/reduced schedules, billing will be pro-rated to accurately reflect attendance.

11. CHARGES AND REIMBURSEMENT

The contractor agrees to provide services under the terms of this agreement and be reimbursed for such services as provided in this agreement. The Contractor will provide the District with an itemized billing by the fifth (5th) of each month to ensure prompt payment. Billings will be directed to Lapwai School District, Attn: Accounts Payable.

12. TOTAL DOLLAR AMOUNT OF CONTRACT

At no time shall the dollar amount of the contract be more than justified by actual enrollment dates. Actual contract total will be \$185.00 per student per day of enrollment.

13. CONTRACT REVIEW OR ALTERATION

This contract may be reviewed at any time during the duration of the agreement by mutual consent of the District and the Contractor. It may be altered or terminated at any time during the term of the contract by mutual agreement between the District and the Contractor in order to facilitate improved program and services for students served under the terms of the contract provided that any alterations shall be in compliance with applicable state law and regulations.

14. THE CONTRACTOR AGREES TO THE FOLLOWING

No child shall be deemed eligible for the Contractor's program unless approved by the District.

No child shall be denied services by the Contractor as long as the evaluation of the child by the District and Contractor deems the program of the Contractor as appropriate for the child.

The school year shall be 177 days, starting August 23, 2023 and ending June 5, 2024.

All records on file by the Contractor shall be available to the child's legal parents or guardians according to District policy.

Each child shall have on record appropriate diagnostic evidence that identifies her/his specific disabilities and functional levels for determining program placement and program content.

Each child's parents or guardians shall have placed in writing their approval of the child's enrollment in the Contractor's program and of the individual educational program (IEP).

Regular evaluations, as determined and paid for by the District, will be made of each child based upon the specific objectives established by the Contractor and the District and agreed upon by the legal parents or guardians. Such evaluations will be available to the District and legal guardians.

The Contractor shall have available for review by the District, policies to cover:

- Care of children in emergencies
- Fire drills
- Personnel policies
- Staff duties
- Board of Directors' duties and functions
- Program outline and description

15. THE DISTRICT AGREES TO THE FOLLOWING:

To pay the Contractor \$185.00 for each student each day of enrollment for services defined in this agreement.

Monthly payment will be made to the Contractor for services defined in this agreement.

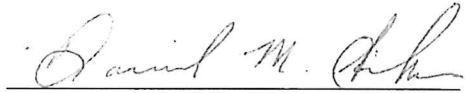
The Lapwai School District Special Services Director or designated administrator shall be responsible for the supervision and coordination of this agreement with the Contractor's appointed official.

This District shall receive quarterly (or as requested) enrollment reports from the Contractor and is responsible for the local and state reporting.

Transportation is the responsibility of the District. The District shall be responsible for compliance with due process, IEP participation, and yearly review of placement. The District shall assist the Contractor through the help of specialized staff in the evaluation and assessment of all pupils covered in this agreement.

The District and Contractor have executed this agreement on the 30th day of October, 2023



Executive Director

Superintendent/Designee

Northwest Children's Home, Inc.
419 22nd Ave
Lewiston, ID 83501

Lapwai School District
215 2nd Street
Lapwai, ID 83540