

[SCHOOL DISTRICT LETTERHEAD]

**RESIDENTIAL FACILITY
PAYMENT AGREEMENT FOR EDUCATIONAL SERVICES
Pursuant to Idaho Code §33-1002B**

This Agreement is entered into between _____ School District No. _____
(hereinafter referred to as “the School District”) and _____
(hereinafter referred to as “Residential Facility”).

Whereas, Idaho Code § 33-1002B(4) provides that school-age special education students from outside the state of Idaho, who are residing in a licensed public or private residential facility (hereinafter referred to as “residential facility”) in Idaho shall be provided education services if requested by the residential facility, provided that the School District shall sign a contract with the residential facility, which shall delineate the education services to be provided by the School District and the amount to be paid by the residential facility; and

Whereas, Idaho Code § 33-1002B(5) provides that school-aged non-special education children from outside the state of Idaho, who are residing in a residential facility in Idaho may be provided education services if requested by the residential facility, provided that the School District shall sign a contract with the residential facility, which shall delineate the education services to be provided by the School District and the amount to be paid by the residential facility; and

Whereas, Idaho Code § 33-1002B (4) and (5) exclude the out-of-state students from receiving any state funding; and

Whereas, Idaho Code § 33-1002B (4) and (5) require that the residential facility shall pay the full cost of providing the education services; and

Whereas, the Residential Facility is a licensed public or private facility within the state of Idaho, requesting education services for students placed from outside the State of Idaho; and

Whereas, the Residential Facility understands that each schedule attached hereto for each individual out-of-state student sets forth the actual for education as determined by the School District.

THEREFORE, it is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on the ____ day of _____ 20____, and remain in effect until the ____ day of _____ 20____. This Agreement shall not exceed twelve (12) calendar months. At the discretion of the School District, the Agreement may be renewed annually.

TYPE OF SERVICES

- Non-special education.
- Special Education.

Residential Facility acknowledges and agrees that the provision of Special Education Services pursuant to this Agreement is only upon the condition that the School District has been given the opportunity to provide input on any federally required education programs or plans for any student receiving special education services.

CONFIDENTIALITY

Residential Facility agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student’s identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA). Residential Facility is prohibited from disclosing any information obtained as a result of this Agreement to any individual not authorized and directed by the School District, or without the consent of the parent/guardian or the student, if 18 years of age or older and rights have transferred to the student.

COORDINATION OF SERVICES

To facilitate the delivery of education services, the Residential Facility will provide: (1) reasonable and prompt notification of meetings and other appointments in which School District will have the opportunity to participate; (2) signed parent/guardian consent forms, as necessary; (3) identifying information regarding the student and the parent/guardian; and (4) reasonable assistance in facilitating communication between District and the student, parent/guardian, and other providers and agencies.

COMPENSATION/BILLING

The Residential Facility shall be solely and fully responsible to pay the School District for all education services provided under this Agreement and shall compensate the School District as set forth in the rate schedules attached hereto for each individual out-of-state student. The parties to this Agreement acknowledge that the rate schedules may change based on individual student needs throughout a school year. Additional rate schedules may be submitted by the School District to the Residential Facility during the term of this Agreement in the event new out-of-state students begin residing at the Residential Facility.

In the event an out-of-state student leaves the the Residential Facility during the term of this Agreement, the Residential Facility shall notify the School District within _____[five (5)] business days. If an out-of-state student leaves the Residential Facility, the School District will

review the rate schedule for that student and identify whether any additional funds for that student are owed by the Residential Facility.

The School District will submit a monthly statement based on the attached rate schedules and will allow _____[*time frame*] for payment from the date the invoice is submitted to the Residential Facility.

ASSIGNMENT

This Agreement shall not be subject to assignment, in whole or in part, by Residential Facility or by operation of law, so as to authorize any person other than Residential Facility or its employees, to assume the duties subject to this Agreement without the School District’s prior written consent.

SUCCESSORS AND ASSIGNS

This Agreement is binding upon, and inures to the benefit of, successors and permitted assigns to the Agreement.

AMENDMENT

This Agreement may be amended at any time with the prior written, mutual consent of both parties. Any and all amendments to this Agreement shall be in writing.

TERMINATION

This Agreement, including any or all portions of Appendix A, may be immediately terminated in the event the student(s) receiving the educational services is/are no longer eligible for the educational services, or no longer reside at the Residential Facility. Each party shall provide written notice of the intent to terminate to the other party.

DEFAULT

Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE

Time is of the essence in this Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

NON-WAIVER BREACH

The failure of Residential Facility or the District to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of Residential Facility or the District.

NON-DISCRIMINATION

The parties hereby agree that no person shall be excluded from, denied participation in, or otherwise subjected to discrimination on the grounds of race, color, creed, national origin, sex, age, or disability in performance of this Agreement.

GOVERNANCE

This Agreement shall be governed by the laws of the State of Idaho.

ATTORNEY FEES

If either party defaults in any manner, or fails to fulfill any or all provisions of this Agreement, and if the non-defaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation, including any proceedings in bankruptcy, the prevailing party shall be entitled to recover reasonable attorney fees and s from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Agreement.

SEVERABILITY

Any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction (1) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest extent permissible; and (2) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

CONSTRUCTION

This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect to either party on account of its preparation or drafting.

COMPLETE STATEMENT OF TERMS

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____ 20_____.

Superintendent
_____ School District No.

Residential Facility

Approval by Board of Trustees