

## EXCEPTIONAL CHILD MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into by the CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA), located in Canyon and Owyhee Counties, State of Idaho, hereinafter referred to as the Agency, and NOTUS SCHOOL DISTRICT NO. 135, hereinafter referred to as the District, is for the school year 2024-2025, beginning July 1, 2024, and ending June 30, 2025. The Exceptional Child Memorandum includes Special Education Services.

1. The Agency and District agree that identification of students defined as exceptional, who require special education services to meet their unique learning needs shall be determined by a multi-disciplinary group of people comprised of Agency and District personnel hereinafter referred to as the Individualized Education Program (IEP) Team. Members of and decisions made by the IEP Team shall be in compliance with the most current guidelines as outlined in the Idaho Special Education Manual, as adopted by the Idaho State Department of Education.
2. In compliance with the Individuals with Disabilities Education Act (IDEA), neither the District nor the Agency may decline to provide special education services for students identified by the IEP Team as requiring them. All service options within the District and Agency must be explored first. If "appropriate service options" as defined by the IEP Team do not exist within the District or Agency, then outside services may be explored. If placement/service with another service agency is deemed most appropriate, then the Agency Board may consider its approval of such placement/service and may enter into a contract with the alternate service source.
3. The Agency agrees to provide special education and related services in the "least restrictive environment" as defined by IDEA, and in accordance with the rules and regulations established by the State Board of Education as provided by Section 33-2002, Idaho Code, as amended, and as written in the Idaho Special Education Manual for all exceptional students residing in this school district.
4. The Agency agrees to provide the District with the following:
  - a. Information and/or data regarding Special Education students that enables the district to complete reports required by the State Department of Education in a timely manner.
  - b. Maintenance of centralized Special Education records of students in

compliance with IDEA requirements.

- c. Oversight and administration by the Agency Special Education Director of all district Special Services Programs (Special Education and Related Services) to ensure that services are provided as outlined in the students' IEP in accordance with IDEA
  
5. The Agency further agrees to provide the State Department of Education with information requested in regard to the Special Education Program, including but not limited to: annual program approvals, enrollment reports, IDEA, and financial summaries.
  
6. The District agrees to provide the Agency with information and/or data to assist the Agency in completing reports as required by the State Department of Education.
  
7. The District agrees to provide appropriate district personnel in accordance with IDEA to participate in Student Assistance Teams and IEP Teams of District Students being served or being considered for service in the Special Services programs.
  
8. The District agrees to provide for the transportation needs of all exceptional children identified for service by the IEP Team.
  
9. The District agrees to pay the Agency for the education and related services, and to remit all federal or state funds directly to the Agency specifically dedicated to serve children under the agency programs, for special education and related services as required by IDEA, identified by the IEP Team and outlined in the IEP.
  
10. The District Agrees to pay the Agency \$304,152.00 for identified students receiving special education services to be paid in four equal payments of \$76,038.00.
  
11. The District agrees to pay the Agency for their portion of an allocation designated for a stipend for certified teachers who have attained a BA+24 or MA educational

achievement; to be paid to the Agency in May; provided the teacher is eligible to receive that stipend.

- 12. The District IDEA money will flow from the State directly to the Agency. Agency personnel will report funding through the regular Agency Board of Trustee meetings and will assure compliance to federal and/or state IDEA requirements.
- 13. The Agency and the District agree to comply with and abide by all pertinent statutes of the State of Idaho, and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference, incorporated into and made part of this contract as though set forth herein at length.
- 14. The term of this agreement shall be for one year beginning July 1, 2024 and shall be automatically renewed annually for twelve months thereafter, unless terminated by the Agency or the District by giving written notice to the other party prior to the February Board meeting.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by their proper officials pursuant to approval of their respective Boards:

NOTUS SCHOOL DISTRICT

By \_\_\_\_\_ Date \_\_\_\_\_

CANYON-OWYHEE SCHOOL SERVICE AGENCY

By \_\_\_\_\_ Date \_\_\_\_\_