

## **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 WILDER SCHOOL DISTRICT NO. 133, hereinafter referred to as the District, is for the school year 2012-2013, beginning approximately July 1, 2012, and ending approximately June 30, 2013. The Exceptional Child Memorandum includes Special Education and Gifted/Talented Education Programs and 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 COSSA 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 and Gifted/Talented 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 COSSA Special Education Director of all district Special Services Programs (Special Education and Related Services), Gifted/Talented Education Programs and staff, to ensure that services are provided as outlined in the students' IEP in accordance with IDEA.
- d. Provision, oversight and administration by the COSSA Special Education Director of the Gifted/Talented Education Program for eligible students in accordance with Idaho Statute 33-2003.
- 5. The Agency further agrees to provide the State Department of Education with information requested in regard to the Special Education and Gifted/Talented 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 COSSA 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 \$195,020.00 for identified students receiving special education services to be paid in four equal payments of \$48,755.00.
- 11. The District IDEA money will flow from the State directly to the Agency. Agency personnel will report funding through the regular COSSA Board of

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Board Approved 5/21/12

Trustee meetings and will assure compliance to federal and/or state IDEA requirements.

12. 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.
13. The term of this agreement shall be for one year beginning July 1, 2012 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 this 10th day of September, 2012.

WILDER SCHOOL DISTRICT

By Daniel B. Arriola

CANYON-OWYHEE SCHOOL SERVICE  
AGENCY

By 

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## **PROFESSIONAL TECHNICAL EDUCATION MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into by the CANYON-OWYHEE SCHOOL SERVICE AGENCY, located in Canyon and Owyhee Counties, State of Idaho, hereinafter referred to as the Agency, and WILDER SCHOOL DISTRICT NO. 133, State of Idaho, hereinafter referred to as the District, is for the 2012-2013 school year beginning approximately July 1, 2012, and ending approximately June 30, 2013.

1. The Agency agrees to provide education and/or training programs, in accordance with the rules and regulations established by the State Board of Education and/or the State Board of Professional Technical Education, for students residing in the District, accepted by the Agency, and as assigned to designated programs for Auto Mechanics, Health Occupations, Equipment Mechanics, Building Trades or other programs as may be developed. The Agency further agrees to provide the District the following information:
  - a. The daily attendance of each student at times requested by the District and as necessary to meet the reporting schedule established by the State Department of Education.
  - b. Student Evaluation and grade for periods as established by the calendar adopted by the Agency, including an annual statement of progress made by each student.
  - c. Date and reasons for termination of any student who consistently fails to adhere to the rules and regulations of the Agency.
2. The Agency agrees to provide the Department of Professional Technical Education with all reporting information requested, and further agrees to provide the District with program evaluation information.
3. The District agrees to pay \$36,740.00 for the Agency Professional Technical classes for the 2012-2013 school year. There are to be four equal payments of \$9,185.00, said amounts to be adjusted when salaries are settled.
4. The District assumes the responsibility for the provisions of any transportation that may be needed to get students to Agency Professional Technical training sites.
5. 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 made a part of this contract as though set forth herein at length.

6. The term of this agreement shall be for one year beginning July 1, 2012 and shall be automatically renewed annually for twelve months thereafter, unless terminated by the Agency or the District by giving thirty (30) days' 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 this 10th day of September, 2012.

WILDER SCHOOL DISTRICT

By Daniel B. Arriola

CANYON-OWYHEE SCHOOL SERVICE  
AGENCY

By Devin D. McFarland