

Memorandum of Understanding

Between

Campbell County School District No. 1

and

Children's Developmental Services of Campbell County

This Memorandum of Understanding (MOU) is entered into this *August 27, 2024* by and between Campbell County School District No. 1, hereinafter referred to as "CCSD," and Children's Developmental Services of Campbell County, hereinafter referred to as "CDS."

Description

WHEREAS, CCSD is responsible for identifying and evaluating children with disabilities, residing within Campbell County School District in need of special education and related services;

WHEREAS, CDS provides services to preschool aged children with developmental delays and disabilities under the authorization of the Wyoming Department of Health.

WHEREAS, the CCSD and CDS desire to cooperate in the identification and evaluation of children with disabilities through child find activities;

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

1. **Purpose:** The purpose of this MOU is to continue a cooperative relationship between CCSD and CDS for the purpose of conducting child find activities for children between the ages of three and five years old within Campbell County.
2. **Child Find Activities:** CDS agrees to conduct the following child find activities:
 - Outreach to parents, community organizations, and healthcare providers to inform them about the availability of services for children with disabilities.
 - Screening and evaluation of children suspected of having developmental delays or disabilities at no cost to parents.
 - Child screenings include but are not limited to hearing, vision and full developmental screenings.
 - When appropriate, the CDS and CCSD will collaborate in the referral of children suspected of having disabilities for further evaluation and eligibility determination.
3. CDS screening efforts will include community screening clinics, individual screening appointments, and screening clinics with private schools.

3. **Compensation:** Through the allocation of Federal IDEA Part B Section 611 (CFDA 84.027A), CCSD agrees to compensate CDS in the amount of eighty-five thousand dollars (\$85,000) for the services provided under this MOU.
4. **Termination:** Either party may terminate this MOU with thirty (30) days written notice to the other party.
5. **Indemnification:** Neither party shall indemnify the other under this Agreement. Each party shall defend and pay all reasonable costs and expenses of its own defense of any issues arising out of this Agreement.
6. **No Third Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties and it is not intended to benefit any third party, including any parent, guardian, or student. No third party may claim any right, benefit or seek to enforce any of the terms and conditions of this Agreement.
7. **Damages:** Neither party shall be entitled to any special damages arising from this Agreement.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties on the subject matter of the Agreement and supersedes any contemporaneous or prior agreements or understandings between the parties and may not be amended except in writing signed by the parties.
9. **Attorney's Fees:** If either party brings any action under this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorney's fees, costs, and expenses of litigation.
10. **Authority:** Each of the signatories of this Agreement are authorized to bind the organization for which they are signing.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

Campbell County School District No. 1

[Signature]

[Printed Name]

[Title]

Children's Developmental Services of Campbell County

[Signature]

[Printed Name]

[Title]