



2015-2016 District Memorandum of Understanding

In conjunction with Idaho school districts and the Idaho Digital Learning Academy (IDLA),
Emmett Independent (School District) agrees to the following conditions as
an IDLA participant:

I. AUTHORITY

Idaho Code §§ 67-2332 and 67-2333 authorize Idaho agencies to enter into agreements to perform any governmental service, activity or undertaking that each agency is authorized by law to perform.

II. OBJECTIVES AND RESPONSIBILITIES

OBJECTIVE:

The objective of this Memorandum of Understanding (MOU) is to allow IDLA to provide the School District with online courses as long as the School District serves as the Public School Program of Record, provides an individual to act as Site Coordinator, and meets the terms of this MOU.

RESPONSIBILITIES:

IDLA WILL PROVIDE THE FOLLOWING:

1. Courses taught by highly-qualified, Idaho-certified instructors utilizing best practices in online distance education. Courses will be aligned to state content standards and meet curriculum requirements as outlined by the Idaho State Department of Education.
2. Learning management system, registration system, student information system and technical support for district personnel to access, manage, and support student learning.
3. Secure access and management of student data based on stringent data retention and privacy policies, including but not limited to FERPA, COPPA, and Idaho Student Privacy Laws.
4. An online principal to supervise each IDLA instructor to assure accountability and consistency.
5. A grade report to the School District, within two weeks of course completion, for each student enrolled at the completion of an IDLA course.
6. Report to the School District any disciplinary matters of which IDLA becomes aware, including violations of the acceptable use policy and plagiarism.
7. Online textbooks in the majority of content areas.

SCHOOL DISTRICT WILL PROVIDE THE FOLLOWING:

1. The School District will serve as the Public School Program of Record which includes transcribing IDLA credits and issuing diplomas.
2. SITE COORDINATOR
The School District will identify, for each student enrolled in an IDLA course, an employee of the School District, to counsel and enroll the student and act as the School District's Site Coordinator.

- a. The responsibility of the Site Coordinator is to advise the student on appropriate courses for registration, ensure that the student is completing work on a timely basis, including checking grades online regularly and proctoring exams.
- b. The Site Coordinator is responsible for facilitating communications with the student's parents/guardians, regarding course progress, and the IDLA online instructor. The Site Coordinator is not expected to be a subject area expert. Rather the role of the Site Coordinator is to regularly motivate and monitor student progress. It is highly recommended that a Site Coordinator also be accessible during the summer session, when local students are enrolled.
- c. The Site Coordinator is a school contact point for the IDLA instructor and IDLA staff. Frequent email or phone communication between the IDLA instructor and Site Coordinator is required. The Site Coordinator is expected to make regular contact with the student and assess the student's progress.
- d. The Site Coordinator will be provided access to the free Site Coordinator Course provided by IDLA. It is highly recommended that a trained site coordinator be located at each building site where there are IDLA enrolled students. In the event a school district fails to provide adequate local support, in the opinion of IDLA, the IDLA Board of Directors reserves the right to deny future enrollments.

3. SPECIAL EDUCATION/504/LIMITED ENGLISH PROFICIENT

By law, any services identified on a student's IEP, Section 504 plan or ELP plan (either under the Individuals with Disabilities Education Act, 2004 or under Section 504 of the Rehabilitation Act and/or Education Learning Plan for Limited English Proficient (LEP) Students authorized under Idaho Law: IDAPA 08.02.03 – 111.04.t) must be met by the student's home campus.

The Site Coordinator/District Representative is responsible to email to SpecialEducation@idla.k12.id.us or fax to IDLA at 1-866-534-2220 the student's entire IEP/504/ELP. Upon receipt of the individual plan, the IDLA instructor will provide accommodations, according to the student's plan, in the online classroom environment. Any additional resources of the IEP/504/LEP plan are the responsibility of the home district.

4. STUDENT WORK AND ETHICAL CONDUCT

Acceptable use and behavior in a distance-learning environment is determined by the School District's policies and is covered by the District's Acceptable Use Policy (AUP) signed by the student and the student's parent. The student must also agree to abide by IDLA's AUP specifically governing behavior in an online environment. In a case of violation of the acceptable use policy, plagiarism, or other disciplinary issues, IDLA will notify the School District. The School District is responsible for the appropriate disciplinary action. IDLA must be notified by the School District of any disciplinary action resulting from a student's participation in an IDLA course. IDLA reserves the right to deny disruptive students from future IDLA courses and/ or to remove them from an existing course. Appeals to the denial or removal from a course may be made in writing to the IDLA Board of Directors discussing the circumstances for removal. The IDLA Board of Directors will review the appeal and hold a telephone conference to allow the student an opportunity to speak to the issue. The IDLA Board of Directors will issue a final decision within ten (10) days of the telephone conference.

5. TEXTBOOKS, LIBRARY ACCESS, AND COURSE CONTENT RIGHTS

In cases where an online textbook is unavailable, the School District is responsible for ensuring that all required textbooks are available to the student prior to the start of the class. For example, advanced placement, dual credit, and English courses may require additional textbooks or required readings not available online. The School District is also responsible to provide access and assistance to library media centers if necessary.

6. SCHOOL DISTRICT FEES

The School District agrees to the 2015-2016 IDLA Fee Policy as posted on IDLA's website. School District

fees are set by the IDLA Board of Directors and may be revised at any time at the discretion of the Board of Directors. IDLA will communicate to the District any changes to the Fee Policy. It is the responsibility of the School District to abide by the Fee Policy as posted on IDLA's website. The 2015-2016 Fee Policy as posted on IDLA's website is the definitive source for IDLA's district fees.

Per Idaho Code, IDLA course fees are paid by the district. Local district policy dictates the collection of fees from students/parents. District policy will determine if fees will be paid by the student/parent to the District. IDLA may support the district's collection of IDLA tuition fees based upon the district's approval provided during student registration.

Invoicing: School districts will make payment in full upon receipt of IDLA's invoice. Failure to pay within 30 days of invoice date may result in discontinued enrollments in IDLA. Interest may also be assessed to unpaid invoices exceeding 30 days of invoice date.

Scholarships: Scholarships are awarded through an application process, which is available through the District Site Coordinator. Scholarships are allocated based on the financial need of the parent/student. Scholarships are only available for IDLA courses, which are taken in excess of the student's full course load at the local school. Limited, partial scholarships are available for 2015-2016 at \$50 per enrollment.

7. FEE INCREASE PUBLICATION REQUIREMENTS

IDLA reserves the right to increase or decrease fees to school districts following approval from the IDLA Board of Directors and/or appropriate legislation. Should it be determined that IDLA will increase fees in excess of 5%, the School District will be responsible for holding a public hearing (Idaho Code 63-1311A) should the following apply:

1. The District is a taxing district.
2. The District policy states the IDLA fee is to be paid by the student or parent.

8. TECHNOLOGY & TIME

The School District agrees to place students in IDLA courses who have access to a computer and Internet connection either through district/school access or via a home Internet connection. The School District is also aware that students need sufficient time to complete assignments. For example, a 16-week course requires approximately 5 to 7 hours of student work per week. Flex courses are open entry and mastery based and a student may progress through each course at an accelerated pace, but must finish by the deadline set forth by IDLA.

III. OWNERSHIP OF MATERIALS

Any educational materials provided or developed in relation to this MOU shall remain the property of the IDLA and may not be duplicated or used for purposes not approved by the IDLA Board.

IV. SUFFICIENT FUNDING

The Parties understand and agree that because the IDLA is a governmental entity, this MOU shall in no way bind or obligate the IDLA or the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature. The IDLA reserves the right to terminate the MOU, in whole or in part, if the legislature of the State of Idaho does not appropriate sufficient funds as may be required for the IDLA, or if the legislature requires the IDLA to return funds to the legislature. The IDLA may also terminate this MOU if the executive branch of the State of Idaho mandates any cuts in or holdbacks of funding. Should the IDLA decide to terminate this MOU under this provision, such termination shall become effective upon the 30th day following written notice to School District.

V. NO AUTHORITY TO BIND OTHER PARTY

One party under this MOU shall have no authority to enter into contracts or agreements on behalf of the other party. All contracts or agreements shall be entered on behalf of the executing party or executed jointly by both parties. The procedures set forth in this MOU are intended for the sole use and benefit of IDLA and School District. No third party or other State entity may rely on these procedures. Any failure of the IDLA or the School District to follow any or all of these procedures, or any future amendment or modification of these procedures, shall not establish any liability of IDLA or School District to any third party or other entity of the State of Idaho.

VI. LIMITATIONS

This MOU does not create or give the IDLA or the School District any powers that they would otherwise not have. Rather, this MOU is only to provide for the exercise of existing powers so as to achieve a more efficient operation of government. For this reason, this MOU sets forth the understanding of the parties in achieving a common purpose, and is not intended to provide a basis for legal action upon breach of any of its provisions.

VII. TERM OF AGREEMENT

The term of this MOU shall be in force for all courses offered during academic year 2015-2016. This includes courses which begin in June 2015.

VIII. INFORMAL DISPUTE RESOLUTION

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or preliminary injunction to preserve the status quo or to prevent irreparable harm, the parties agree to attempt, in good faith, to resolve through informal dispute resolution methods any dispute arising under this MOU.

IX. EFFECTIVE DATE, TERMINATION AND EXPIRATION

This Memorandum of Understanding is effective upon signature of the parties. Either party may terminate this MOU at any time, with or without cause, upon thirty (30) calendar days' written notice to the other party specifying the date of termination. Upon termination, the parties shall: (i) promptly discontinue all work, unless the termination notice directs otherwise; (ii) promptly return to the other party any property provided by the other party pursuant to this MOU; and, (iii) make available to the other party all data, reports, estimates, summaries and such other information and materials as may have been accumulated in performing this MOU, whether completed or in process. Notwithstanding termination, the parties shall remain obligated as otherwise set forth in this MOU to the extent of costs or obligations to third parties incurred pursuant to the Agreement prior to the termination.

X. DISCRIMINATION

The Parties hereby agree that no person shall, on the basis of race, color, creed, national origin or gender, be excluded from or denied participation in or otherwise subjected to discrimination in relation to any activity associated with this MOU.

XI. ASSIGNMENT

The Parties respective obligations and duties as set forth herein are to be performed by the Parties and may

not be assigned or subcontracted by either party without the written consent of the other party.

XII. AMENDMENTS

This MOU may be extended or modified upon written agreement of the Parties. However, no amendment or modification of this MOU shall be effective unless in writing.

XIII. AUTHORIZATION

The signatories must be the executive officer of the School District and agree to strive to reach, to the best of his/her ability, the terms and provisions as stated in this MOU. By signing this MOU, the executive officer indicates the desire to participate in the Idaho Digital Learning Academy.

<u>Wayne Rush</u>	<u>Wgm Rush</u>
Superintendent's Name	Superintendent's Signature

<u>Emmett Independent School Dist #221</u>	<u>4-30-2015</u>
School District Name & Number	Date

After hours emergency school contact (in the event that an online student confides information that is directly related to student safety, IDLA will need to contact an authorized school official):

Name: <u>Wade Carter</u>	Phone: <u>208-365-0090</u>
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