



# 2017-2018 District Memorandum of Understanding

In conjunction with Idaho school districts and the Idaho Digital Learning, Dietrich (School District) agrees to the following conditions as an Idaho Digital Learning 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 Idaho Digital Learning 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. **In collaboration, the School District and Idaho Digital Learning will provide substantially equivalent ease of use for parents and students.**

### RESPONSIBILITIES:

#### Idaho Digital Learning 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 **Idaho Certified** online principal to supervise each Idaho Digital Learning 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 Idaho Digital Learning course.
6. Report to the School District any disciplinary matters of which Idaho Digital Learning becomes aware, including violations of the acceptable use policy and plagiarism.
7. Online textbooks are provided in the majority of content areas; except for dual credit courses (See Section II, 5).

#### SCHOOL DISTRICT WILL PROVIDE THE FOLLOWING:

1. The School District will serve as the Public School Program of Record which includes transcribing Idaho Digital Learning credits and issuing diplomas.

## 2. SITE COORDINATOR

The School District will identify, for each student enrolled in an Idaho Digital Learning 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 Idaho Digital Learning 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 Idaho Digital Learning instructor and Idaho Digital Learning staff. Frequent email or phone communication between the Idaho Digital Learning 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 ensure the student's access to exams are met with confidentiality and fidelity. The Site Coordinator will support local school policy on cheating and plagiarism through supervision of students during lab hours and proctoring.**
- e. The Site Coordinator will be provided access to the free Site Coordinator Course provided by Idaho Digital Learning. It is highly recommended that a trained site coordinator be located at each building site where there are Idaho Digital Learning enrolled students. In the event a school district fails to provide adequate local support, in the opinion of Idaho Digital Learning, the Idaho Digital Learning 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.

**Within one week of the beginning of class,** the Site Coordinator/District Representative is responsible to email to [SpecialEducation@idla.k12.id.us](mailto:SpecialEducation@idla.k12.id.us) or fax to Idaho Digital Learning at 1-866-534-2220 the student's entire IEP/504/ELP. Upon receipt of the individual plan, the Idaho Digital Learning instructor will provide accommodations applicable to the online environment, according to the student's plan. 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 Idaho Digital Learning's AUP specifically governing behavior in an online environment. In a case of violation of the acceptable use policy, plagiarism, or other disciplinary issues, Idaho Digital Learning will notify the School District. The School District is responsible for the appropriate disciplinary action. Idaho Digital Learning must be notified by the School District of any disciplinary action resulting from a student's participation in an Idaho Digital Learning course. Idaho Digital Learning reserves the right to deny disruptive students from future Idaho Digital Learning 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 Idaho Digital Learning Board of Directors discussing the circumstances for removal. The Idaho Digital Learning Board of Directors will review the appeal and hold a telephone conference to allow the student an opportunity to speak to the issue. The Idaho Digital Learning 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 2017-2018 Idaho Digital Learning Fee Policy as posted on Idaho Digital Learning's website. School District fees are set by the Idaho Digital Learning Board of Directors and may be revised at any time at the discretion of the Board of Directors. Idaho Digital Learning 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 Idaho Digital Learning's website. The 2017-2018 Fee Policy as posted on Idaho Digital Learning's website is the definitive source for Idaho Digital Learning's district fees.

Per Idaho Code, Idaho Digital Learning 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. Idaho Digital Learning may support the district's collection of fees based upon the district's approval provided during student registration.

Invoicing: School districts will make payment in full upon receipt of Idaho Digital Learning invoice. Failure to pay within 30 days of invoice date may result in discontinued enrollments in Idaho Digital Learning. 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 Idaho Digital Learning courses which are taken in excess of the student's full course load at the local school. Limited, partial scholarships are available for 2017-2018 at \$50 per enrollment.

#### 7. FEE INCREASE PUBLICATION REQUIREMENTS

Idaho Digital Learning reserves the right to increase or decrease fees to school districts following approval from the Idaho Digital Learning Board of Directors and/or appropriate legislation. Should it be determined that Idaho Digital Learning 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 Idaho Digital Learning fee is to be paid by the student or parent.

#### 8. TECHNOLOGY & TIME

The School District agrees to place students in Idaho Digital Learning 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 Idaho Digital Learning.

### III. OWNERSHIP OF MATERIALS

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

#### **IV. SUFFICIENT FUNDING**

The Parties understand and agree that because the Idaho Digital Learning is a governmental entity, this MOU shall in no way bind or obligate Idaho Digital Learning or the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature. Idaho Digital Learning 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 Idaho Digital Learning, or if the legislature requires Idaho Digital Learning to return funds to the legislature. Idaho Digital Learning may also terminate this MOU if the executive branch of the State of Idaho mandates any cuts in or holdbacks of funding. Should Idaho Digital Learning 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 Idaho Digital Learning and School District. No third party or other State entity may rely on these procedures. Any failure of Idaho Digital Learning 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 Idaho Digital Learning or School District to any third party or other entity of the State of Idaho.

#### **VI. LIMITATIONS**

This MOU does not create or give Idaho Digital Learning 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 2017-2018. This includes courses which begin in June 2017.

#### **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.

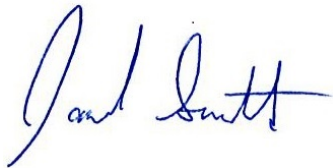
**XII. AMENDMENTS**

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 with Idaho Digital Learning. I further acknowledge that Idaho Digital Learning may distribute information pertaining to my School District's participation to outside sources for the benefit of Idaho Digital Learning.

Authorized signature from Idaho Digital Learning:



Jacob Smith, Director of Operations

Superintendent's Name: Stefanie Shaw

Superintendent's Signature: \_\_\_\_\_

School District Name & Number: Dietrich Date: \_\_\_\_\_

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

Name: Stefanie Shaw Phone: 208-539-9381