

## VIRTUAL EXCEPTIONAL CHILD MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into by the CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA or the Agency), 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 2022-2023, beginning approximately July 1, 2022, and ending approximately June 30, 2023. The Virtual Exceptional Child Memorandum is intended to solely address the virtual provision of special education programs and services between the Wilder School District and COSSA and is separate and apart from the general Exceptional Child Memorandum of Agreement which addresses all other Special Education and Gifted and Talented services and programs between the Wilder School District and COSSA.

The parties to this Agreement recognize that the Wilder School District has taken action to open a virtual educational component contained within its district. This provision includes a special education population which will continue to receive special education services via a virtual model of instruction. This Agreement between the parties is intended to address the provision of virtual special education services to the students of the Wilder School District who participate in the virtual program model.

1. The Agency and District agree that identification of students who are participating in the Wilder School District's Virtual Educational School (Idaho Future-Ready Academy), defined as exceptional, who require special education services to meet their unique learning needs and will be provided special education services 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.
  - a. Members of and decisions made by the IEP Team shall be in compliance with the most current guidelines, **including but not limited to placement and Least Restrictive Environment**, as outlined in the Idaho Special Education Manual, as adopted by the Idaho State Department of Education.
  - b. To the extent possible the special education services for the students covered under this Agreement shall be provided in a virtual setting.
  - c. **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.** To the extent possible the special education services for students who are transferring from Another Choice Virtual Charter School and/or enroll into the Wilder School District Idaho Future-Ready Academy shall continue to obtain special education services through a virtual model, consistent with the student's prior IEP, addressing the provision of education services in such a setting.
  - d. ~~All service options that may be provided in a virtual educational setting, between the District and COSSA must be explored first.~~ If "appropriate

service options" as defined by the IEP Team do not exist within the District or Agency, and cannot otherwise be provided in a virtual model, 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.

2. 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 or enrolled virtually in this school district.
3. 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 COSSA Special Education Director of all district Special Services Programs (Special Education and Related Services). ~~and the districts provided Special Education administrative support staff, to ensure that services are provided virtually as outlined in the students' IEP in accordance with IDEA.~~ and the district's provided lead special education teacher to ensure services are provided virtually as outlined in the students' IEP in accordance with IDEA.
  - d. COSSA Special Education Director will be responsible for attaining, retaining, evaluating all special education staff supporting students in the Wilder School District including but not limited to those teaching virtually and lead special education teacher..
  - e. COSSA Special Education Director will collaborate with any administrative staff such as building principal(s), virtual principal(s) assistant principals and Superintendent on concerns regarding student services, progress, and/or staffing concerns.
  - f. ~~Utilize virtual Special Education teachers for virtual instructional only.~~ Teachers hired for IFRA will not be ~~utilized~~ ~~no~~ utilized no more than one day a week outside of the virtual setting in the Wilder School District,

4. 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.
5. The District agrees to:
  - a. Provide the Agency with information and/or data to assist the Agency in completing reports as required by the State Department of Education;
  - b. 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;
  - c. Provide COSSA Special Education Director unlimited access to class sessions, online platform for purposes of monitoring student progress and staff evaluations, as well as virtual curriculum provided by the District.
  - d. ~~Provide an assistant Special Education Director to service COSSA, specifically with regard to the significant intake of additional special education students associated with the Virtual Program and to work with the Director and IEP Team members in addressing the IEP's, reviews and paperwork for virtual special education services for the new special education students to the Agency associated with the Idaho Future Ready Academy.~~ Provide the Agency with a lead special education teacher. District will provide an additional stipend for additional responsibilities.
    - i. ~~The provision of an Assistant to the COSSA Special Education Director shall be provided by the District and designated at the Lead Special Education teacher for the Idaho Future Ready Academy \_\_\_\_\_;~~
  - e. As the students have chosen to attend to their schooling virtually, the preferred method of provision of service provider services for any special education child will likewise be via virtual provision. The parties recognize that there may be instances where an individual special education service provider expresses concerns regarding provision of services for an individual student's needs in a virtual capacity. In such situations, the IEP team shall first meet to determine if virtual services provisions are an option and, if so, in what manner. If such virtual service provision is not an option, the IEP Team shall specifically address the individual student's specific service provider needs to assure the student receives FAPE. ~~Provide for the transportation needs of all exceptional children identified for service by the IEP Team in the instance where virtual services~~

~~are not possible~~. For example a student that needs transported to in person supports to their virtual services.

- f. With regard to the students participating in special education services who are in attendance at the Idaho Future-Ready Academy, pay the Agency for the education and related services, and to remit all federal or state funds directly to COSSA specifically dedicated to serve such 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.
  - g. ~~To pay the Agency the cost for identified – virtual students receiving special education services, less what the Agency receives in Medicaid, less what the Agency receives in Medicaid for billable related cost to support aforementioned students,~~ to be paid in four equal payments.
  - h. ~~To pay 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 in May; provided the teacher is eligible to receive that stipend.~~
  - i. To pay for the difference between the Agency’s salary schedule and the Districts Negotiated Agreement for IRFA Special Education teacher through a stipend to have salaries match that of the District.
6. The District IDEA money will flow from the State directly to the Agency. Agency personnel will report funding through the regular COSSA Board of Trustee meetings and will assure compliance to federal and/or state IDEA requirements.
7. 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.
8. The term of this Agreement shall be for one year beginning July 1, 2022 and shall 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.
9. Given that the Idaho Future-Ready Academy is a new program for the 2022-2023 school year and COSSA’s provision of special education services in a virtual capacity will be new to the school for such school year, in December of 2022 the parties to this Agreement shall engage in a meeting to review the virtual program and virtual provision of educational services and to address what modifications, if

any, to the program need to be addressed and documented into an addendum to this Agreement to complete the school year and moving forward.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WILDER SCHOOL DISTRICT CANYON-OWYHEE SCHOOL SERVICE AGENCY