

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 202~~52~~-202~~63~~, beginning approximately July 1, 202~~52~~, and ending approximately June 30, 202~~63~~. 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 ~~maintains 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 (~~Wilder Academy of Virtual Education Learning Idaho Future Ready Academy~~ hereinafter referred to as WAVE), 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 not~~ 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. 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 ~~District~~COSSA Board may consider its approval of such placement/service and may enter into a contract

with the alternate service source exclusively for WAVE, and with the responsibility of the agreement, including payment, maintained by the District.

2. The Agency and District 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 Twitby the COSSA Special Education Director will collaborate with the District Special Education Administrator specific to WAVE reporting required by the State Department of Education, of all district Special Services Programs (Special Education and Related Services). 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 District administrative staff, including but not limited to such as the Special Education Administrator, building principal(s), virtual principal(s), assistant principals and Superintendent on concerns regarding IDEA compliance and reporting student services, progress, and/or staffing concerns;~~ however, the COSSA Special Education Director will not be responsible for the evaluation of any District employed special education staff, including the Special Education Administrator.
 - f.d. Provide PD and support as needed to the WAVE special education staff and administration at the daily rate of pay of designated staff or a portion thereof if a full day is not required. Teachers hired for IFRA will not be utilized no more than one day a week outside of the virtual setting in the Wilder School District,
4. The District 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. This information will also be available to the Agency for reporting needs.
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. Maintenance and expense of centralized Special Education records of students in compliance with IDEA requirements. If the District chooses to use the Agency's system for records, the District and the Agency will agree to a per pupil

fee to be paid for by the District specifically for WAVE students. The COSSA Special Education Director will have access to District special education records, as needed, for reporting and compliance purposes.

- ~~c. The District employs a Special Education Administrator, credentialed by the State Department of Education with an administrative certificate with special education director endorsement, to ensure services are provided virtually as outlined in the students' IEP in accordance with IDEA. The COSSA Special Education Director will be invited to participate on interviews for the District employed Special Education Administrator.~~
- ~~d. The District will employ all special education staff required to fulfill IDEA requirements for students enrolled in WAVE. All responsibilities associated with the employment of these employees, including compensation, hiring, evaluations, reporting, and any other personnel requirements required by local, state, and federal law will be the sole responsibility of the District.~~
- ~~a. Teachers hired for IFRA will not be utilized no more than one day a week outside of the virtual setting in the Wilder School District.~~
- ~~b.e. 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 access to information relevant to completing appropriate reporting.~~
- ~~d.f. Provide the Agency with a lead special education teacher. District will provide an additional stipend for additional responsibilities.~~
- ~~g. With regard to the students participating in special education services who are in attendance at the WAVE Idaho Future Ready Academy, the District will pay the Agency for the education and related services, including engaging in any contractual agreements with outside providers and paying for said obligations, 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.~~
- ~~h. The District will monitor and bill for Medicaid services for students attending WAVE independently.~~
- ~~e. Attain any testing materials and protocols needed for the identification and re-~~
- ~~f. evaluation of students.~~
- ~~g.~~
- ~~h. To pay the Agency the cost for the COSSA Special Education Director's support in aforementioned reporting requirements. If the District requires the Agency to bill for WAVE specific Medicaid services, the District will pay for time and effort commensurate to these tasks. Further, if a file compliance professional development is initiated due to a WAVE specific file, the COSSA Special Education Director and District Superintendent will collaborate and agree upon a time and effort cost to be paid for by the District. identified virtual students receiving special education services, less what the Agency receives in Medicaid~~

~~for billable related cost to support aforementioned students, to be paid in four equal payments.~~

~~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 will flow from the state directly to the Agency. Agency personnel will report funding through the regular COSSA Board of Trustee meetings. The IDEA allocation for Wilder will be calculated on a per pupil basis of students enrolled within the Wilder School District as of November 1 st of the prior school year, with online students funded at .8 of the per pupil calculation for that school year.
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, 202~~5~~² 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 by their proper officials pursuant to approval of their respective boards this _____ day of _____ 2025.

WILDER SCHOOL DISTRICT

CANYON-OWYHEE SCHOOL SERVICE AGENCY